

MEMORANDUM

DATE: July 13, 2021

TO: ****ORIGINAL****
City Clerk's Office

FROM: Jason Bezak, CPPB, Procurement Agent II
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20210034
CONTRACT TITLE: James E. Anderson Reverse Osmosis Water
Treatment Membrane Replacement
APPROVED BY COUNCIL: July 12th, 2021

VENDOR NAME:	Aerex Industries, Inc.
VENDOR ADDRESS:	3504 Industrial 27 th Street
CITY & STATE:	Fort Pierce, FL 34946

CONTRACT TERM: The initial term of the contract is for three (3) calendar years from the execution date of the contract(s). PSL shall have one (1) 3-year option to renew, which options shall be exercisable at the sole discretion of PSL.

Total Contract Amount is \$1,967,871.34.

Please see the attached for (1) original contract for your records.

JS 7-13-21

**CITY OF PORT ST. LUCIE
CONTRACT # 20210034**

This Contract for an Original Equipment Manufacturer (OEM), executed this 20th day of July, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and Aerex Industries, Inc., 3504 Industrial 27th Street, Fort Pierce, FL, 34946 hereinafter called "Contractor" or "Proposer".

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Aerex Industries, Inc.
Montroe Hopkins, BSEE, Vice President
3504 Industrial 27th Street
Fort Pierce, FL, 34946
Phone #: 772-448-5818
E-Mail: mhopkins@aerexglobal.com

City Contract Administrator: Jason Bezak, CPPB
Procurement Agent II - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4068 / FAX 772-871-7337
E-mail: JBezak@cityofpsl.com

City Project Manager: Pierre Vignier, Project Coordinator

Utility Systems Department
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, FL 34984-5099
 Telephone 772-873-5434
 Email: PVignier@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

Listed on Attachment D – General Requirement's Documents for JEA Reverse Osmosis Water Treatment Membrane Replacement attached as Schedule A located at the end of this document.

SECTION IV
TIME OF PERFORMANCE

The initial term of the contract(s) is for three (3) calendar years from the execution date of the contract. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in this contract has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in this contract has been rendered.

SECTION V
RENEWAL OPTION

PSL shall have one (1) 3-year option to renew, which option shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties.

NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis for a total amount of **\$1,967,871.34**. Payments will be disbursed in the following manner:

Item #	Description	Unit of Measure	Est. Qty.	Unit Price	Total Cost
1	Mobilization/Demobilization	LS	1	\$ 13,620.81	\$ 13,620.81
2	Replacement of Membrane Elements	EA	336	\$ 101.62	\$ 34,144.32
3	Pressure Vessels	EA	4	\$ 13,465.63	\$ 53,862.52
4	Pressure Vessel Snap Rings	EA	96	\$ 146.16	\$ 14,031.36
5	Pressure Indicating Transmitter	EA	1	\$ 3,657.83	\$ 3,657.83
6	Permeate Valves	EA	48	\$ 39.41	\$ 1,891.68
7	Permeate Manifold Replacement	EA	3	\$ 11,644.87	\$ 34,934.61
8	Concentrate Bypass Piping Modifications	LS	1	\$ 30,666.58	\$ 30,666.58

9	Concentrate Bypass Control Valve	EA	1	\$ 52,653.79	\$ 52,653.79
10	SCADA Integration	LS	1	\$ 12,327.12	\$ 12,327.12
TOTAL PER SKID					\$ 251,790.62
NUMBER OF SKIDS MODIFIED					3
TOTAL FOR 3 SKIDS					\$ 755,371.86
ENERGY RECOVERY DEVICE REPLACEMENTS (SKIDS 1-3)					
11	Energy Recovery Devices	EA	1	\$106,553.73	\$ 106,553.73
TOTAL PER SKID					\$ 106,553.73
NUMBER OF SKIDS MODIFIED					3
TOTAL FOR 3 SKIDS					\$ 319,661.19
SKIDS 4 & 5					
12	Mobilization/Demobilization	LS	1	\$ 22,999.94	\$ 22,999.94
13	Replacement of Membrane Elements	LS	336	\$ 99.62	\$ 33,472.32
14	Pressure Vessels	EA	4	\$ 14,056.44	\$ 56,225.76
15	Energy Recovery Device Nozzles	EA	1	\$ 17,675.33	\$ 17,675.33
TOTAL PER SKID					\$ 130,373.35
NUMBER OF SKIDS MODIFIED					2
TOTAL FOR 2 SKIDS					\$ 260,746.70
SKIDS 6-10					
16	Mobilization/Demobilization	LS	1	\$ 12,764.57	\$ 12,764.57
17	Replacement of Membrane Elements	LS	336	\$ 99.62	\$ 33,472.32
18	Pressure Vessels	EA	3	\$ 17,248.64	\$ 51,745.92
19	Energy Recovery Device Nozzles	EA	1	\$ 15,233.07	\$ 15,233.07
TOTAL PER SKID					\$ 113,215.88
NUMBER OF SKIDS MODIFIED					5
TOTAL FOR 5 SKIDS					\$ 566,079.40
20	Miscellaneous Services	LS	1	\$ 66,012.19	\$ 66,012.19
BID TOTAL					\$1,967,871.34

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment. Partial Release of Liens from all Contractors, subcontractors, and suppliers for materials which were identified in the previous month's invoices for progress payment will be required. If all such releases are not timely provided to the City as set forth herein, this shall provide basis, at the City's sole discretion, to withhold payment for any future invoiced progress payment and declare the Contractor in default, at which time the City may pursue all available legal and equitable remedies available to it under the Contract, Bond(s), or Florida Law.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment to the Contractor shall be subject to the covenants in

the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII **AUDITS**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to

orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

SECTION XI
INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20210034– Reverse Osmosis Membrane Replacement Project be listed as additionally insured."** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis..

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any

person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City'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 in this chapter or as otherwise provided by law.

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 the contract if the Contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com

SECTION XV INSPECTION AND CORRECTION OF DEFECTS

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

SECTION XV SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global Governance Mandates and Florida%20Statutes 2019 01 29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global%20Governance%20Mandates%20and%20Florida%20Statutes%202019%2001%2029.pdf?ver=2019-01-29-130006-790).

SECTION XVI ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The

Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Permits - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

SECTION XVII **ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVIII **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. **Termination of Contract.** If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. **Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand six hundred sixty-five (\$1,665.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the

Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event Aerex Industries, Inc. is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XIX **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XX **APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXI **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXII **Page 12 of 15**

CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXIII PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXIV PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXIX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: [Signature]
Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida

County of: St. Lucie

Before me personally appeared: Jason Carlson
(Please print)

Please check one:

Personally known X

Produced Identification: _____
(Type of identification)

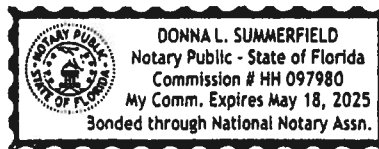
and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 24th day of June, 2021.

Donna L. Summerfield
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 05/18/2025.



(seal)



**JAMES E. ANDERSON
REVERSE OSMOSIS WATER
TREATMENT MEMBRANE
REPLACEMENT**

City of Port St. Lucie

January 2021

KHA Project No. 049046001

© Kimley-Horn and Associates, Inc.
189 South Orange Avenue
Suite 1000
Orlando, FL 32801
407 898 1511 TEL

Kimley»»Horn

Schedule A

**OEM SPECIFICATION
REVERSE OSMOSIS SYSTEM**

INTENT

The City of Port St. Lucie is preparing to replace aging reverse osmosis (RO) membrane elements in skids 1-10 in addition to membrane train upgrades at the James E. Anderson Water Treatment Facility (WTF). Skids 1-10 each will operate with a two-stage, 32:16 array configuration with the first stage consisting of thirty-two (32) pressure vessels and the second stage consisting of sixteen (16) pressure vessels. Each pressure vessel houses seven (7) membrane elements for a total of three hundred thirty-six (336) membrane elements per skid. The City has pre-selected and procured membrane elements for the full facility replacement. This Contract is for installation of the replacement membrane elements, upgrades to the membrane trains, and ancillary upgrades to skids 1-10 as requested by the City within the term of the contract.

The City of Port St. Lucie desires to enter into a contract with one Contractor/Original Equipment Manufacturer (OEM) to replace aging RO membrane elements in skids 1-10 and provide the equipment, materials, appurtenances, labor and associated warranties to supply and install the designed membrane train upgrades at the James E. Anderson Water Treatment Facility. The City will be replacing membranes for all skids over the course of the 5-year replacement schedule as outlined below. The OEM shall provide all materials and services as required to manufacture, store, install, as well as provide performance testing of the membrane system upgrades for skids 1-10 at the James E. Anderson Water Treatment Facility (WTF) in accordance with the requirements specified herein.

Phase	Trains Upgraded/ Membranes Replaced	Anticipated Fiscal Year
Phase A	Trains 1-3	FY 20/21
Phase B	Trains 4-5	FY 21/22
Phase C	Trains 6-8	FY 22/23
Phase D	Trains 9-10	FY 23/24

An OEM that would like to bid upon the worked scoped within this specification must attend a mandatory pre-bid meeting with the City. Bids must be on a measurement payment schedule. Escalation factors or cost per install will not be excepted. Bid pricing shall account for and include the net present value of any additional future costs anticipated.

Schedule A

City of Port St. Lucie
Revised January 19, 2021

James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
Kimley-Horn Project No: 049046001

PART 1 - GENERAL

1.01 SCOPE

- A. The specification provides the design parameters for the RO membrane replacements and upgrades for skids 1-10 as follows:
1. The scope of skids 1-3 shall include the following products:
 - a. Pressure Vessels (Section 2.01)
 - b. Pressure Vessel Supports (Section 2.02)
 - c. Feed, Concentrate, and Permeate Piping (Section 2.03)
 - d. Pressure Indicating Transmitter (Section 2.04)
 - e. Energy Recovery Devices (Section 2.05)
 - f. Train Instrument Panel (Section 2.06)
 - g. Sample Panel (Section 2.07)
 - h. Spare Parts (Section 2.08)
 - i. Disinfection Chemicals (Section 2.09)
 2. The scope of skids 4-10 shall include the following products:
 - a. Pressure Vessels (Section 2.01)
 - b. Energy Recovery Device Nozzles (Section 2.05)
 - c. Train Instrument Panel (Section 2.06)
 - d. Sample Panel (Section 2.07)
 - e. Spare Parts (Section 2.08)
 - f. Disinfection Chemicals (Section 2.09)
- B. The scope of work includes installation of replacement membranes, interconnectors, O-rings, gaskets, end adaptors, membrane train upgrades, workmanship warranty, and material warranty for the items provided and installed by the OEM. This includes all work necessary for the upgrades to furnish and install pressure vessels, interconnectors, adaptors, gaskets, O-rings, piping and valve modifications, instrumentation replacements and/or upgrades on RO skids, and general process upgrades as requested by the City. This also includes replacement of end adaptor stainless steel snap rings on the vessels of skids 1-3. The City will pre-select and procure membrane elements for installation by the OEM. The OEM will be required to receive, store (if necessary), and install the membrane elements procured for replacement. The scope of work also includes performance testing along with start-up testing services for each train individually.
- C. The OEM shall be capable of providing flushing, pressure testing, and disinfection of systems including, but not limited to, raw water piping, product and permeate water piping, and all RO process piping as listed herein or as requested by the City.
- D. The OEM shall furnish all necessary pumps, hoses, piping, fittings, meters, gauges, chemicals and labor to conduct specified testing.
- E. Testing related to the OEM supplied equipment shall be repeated at the OEM's expense until satisfactory results are achieved.
- F. The membrane equipment supplier (MES) will be responsible for additional testing related to the membrane elements' failure to meet the water quality performance requirements specified within the MES Specification. This additional testing is not the responsibility of the OEM. Additional testing associated with these efforts will be addressed with additional compensation from the City if needed.
-

Schedule A

Additional testing to meet performance requirements of the mechanical components of the skids and newly installed equipment will be the responsibility of the OEM. No additional compensation from the City will be provided.

1.02 RELATED SECTIONS

- A. Replace Reverse Osmosis Membranes at the JEA WTP ("MES Specification")

1.03 SUBMITALS

- A. All equipment supplied by the OEM shall be submitted to the Engineer prior to procurement for review and conformance with the intended upgrades at the JEA WTP. All shop drawings should include the following at a minimum:
 - 1. Drawings, sketches and dimensions to depict the general arrangement, sizing, and intended integration into the existing facility.
 - 2. Manufacturer's data:
 - a. Certifications
 - b. Sizing and selection criteria
 - c. Materials of construction
 - d. Operation instructions
 - e. Maintenance recommendations
 - f. Process compatibility
 - g. Power and control connections, detailed wiring diagrams, and other pertinent information
 - h. Recommended spare parts list
 - i. Warranty information
 - 3. All submitted data shall be clearly marked to identify pertinent materials, products or models, and all equipment specific options available.
 - 4. The OEM shall provide written certification that the RO system conforms to the specified testing requirements stated within the Contract Documents and performance standards in Section 1.07 of this document.
- B. Energy Recovery Devices
 - 1. Shop Drawings shall include the following at a minimum:
 - a. Submit original drawings showing fabrication, layout, assembly and setting of the turbocharger connections for the new turbocharger, bypass valve with operator, and integral piping complete.
 - b. Submit manufacturer's certified performance data at least one week prior to shipment of the units from the factory. Performance data shall include efficiency, flow, pressure, and noise (dBA) at design conditions.
 - c. Submit dimensional drawings, plans and elevations that also identify all materials of construction including fasteners, anchors, and base plates.
 - d. Submit manufacturer's instruction manuals regarding operation and maintenance, operational training videos prepared by the manufacturer.
 - e. Submittals shall include a complete package of specifications and dimensional information for the turbocharger unit and the bypass control valve with actuator and other appurtenances.

Schedule A

- f. The data and specifications for each turbocharger unit shall include but shall not be limited to the following:
 - 1) Name of Manufacturer
 - 2) Type and Model
 - 3) Design Rotational Speed
 - 4) Size of Pipe Connections
 - 5) Weight
- 2. Project Data
 - a. Manufacturer's standard schematic drawings:
 - 1) Modify drawings to delete information, which is not applicable to project.
 - 2) Supplement standard information to provide additional information applicable to project.
 - b. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
 - 1) Clearly mark each copy to identify pertinent materials, products or models.
 - 2) Show dimensions and clearances required.
Show performance characteristics and capacities.
- C. Flushing, Testing, and Disinfection
 - 1. Test Reports: Indicate results comparative to specified requirements. Submit two (2) copies of test results to Engineer in accordance with Submittal specifications.
 - 2. Final approval of the bacterial samples shall be received from the Florida Department of Environmental Protection prior to the time that the system is placed into operation. Sampling procedures shall be done in accordance with FDEP requirements.
 - 3. Two bacteriological sampling locations shall meet FDEP requirements and be taken at the extents of the repairs and as directed by the Engineer at no additional cost to Owner.

1.04 QUALITY ASSURANCE

- A. Membrane R.O. System
 - 1. Owner and Engineer shall be provided access at any time to inspect or observe all equipment prior to shipment to the job site. Manufacturer site inspections shall be at the Owner's expense.
 - 2. A qualified representative of the membrane manufacturer shall supervise membrane loading by the OEM and shall be present for the acceptance test if requested by the Owner.
 - 3. The R.O. System OEM shall provide mechanical, drawings and data submittals as required by the specifications. It is required that the OEM furnish, install, provide supervision, start-up, training, and services of the R.O. System.
 - 4. The R.O. System OEM shall contract Curry Controls Company (currently a Qualified Product List provider for all City Utility SCADA work) to provide software integration of any new equipment or instrumentation requiring connection to the SCADA System, operational and development of the control system integration, testing and startup of integration into the existing SCADA System hardware, which includes PLC driven control systems with PC interface. R.O. System OEM and Contractor shall coordinate all interface testing, debugging and operation testing of the complete system with Owner's control systems staff.

Schedule A

- 5. R.O. System OEM shall have experience designing, constructing, and testing R.O. systems similar in size to the ones proposed to be modified for this project.
- 6. R.O. System OEM shall be responsible for final sizing of the energy recovery turbochargers including unit size, layout, pipe connections, valves, instrumentation, etc.
- 7. The OEM shall have a minimum of 5 years' experience constructing and operating RO systems similar in size to this project.
- 8. The OEM shall be a licensed general contractor registered in the state of Florida.
- B. Energy Recovery Device
 - 1. Coordinate sizing and selection of the turbocharger and/or nozzle depending upon the skid to be upgraded, turbocharger bypass control valve and turbocharger bypass valve with the turbocharger manufacturer to ensure proper operation of the turbocharger in accordance with the design conditions specified herein.
- C. O&M Manuals: Provide O&M Manuals containing manufacturer's recommended operating procedures, safety requirements, suggested maintenance, and warranty information. Manuals shall be of sufficient detail to allow for successful operation of the equipment and shall include specific information regarding the equipment's maintenance instructions including but not limited to: operational description, maintenance instructions, assembly and disassembly instructions, notable wear components, and troubleshooting guides.
- D. Flushing, Testing, and Disinfection
 - 1. Perform Work in accordance with ANSI/AWWA C651, C652, C653, and C654.

1.05 REGULATORY REQUIREMENTS

- A. Flushing, Testing, and Disinfection
 - 1. Conform to applicable FDEP requirements for performing the work of this Section.
 - 2. Work shall conform to City of Port St. Lucie Utility Standards.

1.06 REFERENCES

- A. Flushing, Testing, and Disinfection
 - 1. ANSI/AWWA C651 – Standard for Disinfecting Water Mains.
 - 2. ANSI/AWWA C652 – Standard for Disinfection of Water Storage Facilities.
 - 3. ANSI/AWWA C653 – Standard for Disinfection of Water Treatment Plants.
 - 4. ANSI/AWWA C654 – Standard for Disinfection of Wells.

1.07 R.O. SYSTEM REQUIREMENTS

- A. Each R.O. skid within the R.O. System shall be constructed to operate with the following guaranteed requirements:

Name	Start Up Conditions
1 st Stage Design Feedwater Pressure at Design Conditions*	181 psi
2 nd Stage Design Feedwater Pressure at Design Conditions*	224 psi
Permeate Flow per Train	2.0 MGD /1,388 gpm
Maximum Design Permeate Backpressure	20 psi

Schedule A

Number of Trains	1
Minimum Design Recovery	80%
Elements per Pressure Vessel	7
Number of Stages	2
Maximum Average Flux per Stage	17.0 gfd
Maximum 1 st Stage Permeate Flow	1,160 gpm
Turbocharger Energy Recovery Device Anticipated Boost Pressure	55 psi
Number of Turbochargers and/or Nozzles	1

*Pressures based upon average design feed conductivity values of 5800 US/cm

- B. The R.O. Train modifications will be designed to maintain 2.0 MGD permeate production capacity. All piping, valves, manifolds, pressure vessel parts, and supports shall be capable of supporting the full 2.0 MGD permeate production capacity on each train without replacement.

1.08 PERFORMANCE SYSTEM TESTING

A. R.O. System Requirements

Startup Feedwater Quality: The OEM shall provide labor assistance to administer the performance testing for each membrane skid after modification and membrane reloading. The OEM shall obtain feedwater samples taken after pretreatment for analysis by the City's laboratory staff and follow performance testing as outlined in the JEA WTP Membrane Element Supplier (MES) Specification. The OEM shall obtain feedwater samples using the wells in operation which is acceptable to the Engineer and shall be the basis by which acceptance of the permeate water quality shall be determined. Sets of samples shall be taken at intervals throughout the performance test as directed by the Engineer and outlined within the MES Specification, and shall be inclusive of all performance water quality parameters listed in the MES Specification. Membrane projections and compliance with permeate water quality goals shall be the basis of determining whether the R.O. System meets system requirements for the membrane elements and as specified within the MES Specification.

1. In addition to performance testing requirements in the MES Specifications procurement document, the acceptance test shall be completed using all the proposed equipment in functional operation under this contract. The test shall be conducted by the OEM with supervision from the MES, and witnessed by the Engineer and Owner. Successful completion of this test as described herein, is considered substantial completion for each R.O. skid within the system.
2. If the R.O. System fails to continuously meet each performance requirements listed above during the acceptance and performance tests specified in the MES procurement document, the system shall be determined to be unacceptable and the tests shall be repeated. If the test is interrupted for reasons beyond the control of the OEM, the test may be resumed rather than restarted.
3. The test shall be performed with ALL proposed plant equipment and systems under this contract in fully automatic operation.

Schedule A

4. The acceptance test must be satisfactorily completed as a condition for substantial completion to be achieved.
5. Operating data taken during the acceptance test shall be adjusted to reflect performance at design water quality and provided to the Engineer.

B. Energy Recovery Devices

1. Manufacturer's performance and hydrostatic testing certificates are required for each unit. Testing shall be performed at the factory prior to shipment and to applicable codes. Testing shall be performed at the design flows and pressures. Testing using fresh water is acceptable.
2. Hydrostatic testing of the unit shall be accomplished at 1.5 times the maximum expected operating pressure.

1.09 WARRANTY

- A. All equipment, materials, and workmanship shall be warranted for a minimum of 12-months after final acceptance by the Owner. Special equipment warranties may require extended warranties and will be stated prior to preparing construction bid.

1.10 MISCELLANEOUS SERVICES

- A. The Contractor is to sequence/schedule miscellaneous services to meet the City's predetermined timeline. The City shall provide the Contractor a scope of work and prioritized schedule for items to be serviced or constructed. The miscellaneous services may include, but are not limited to repair, replacement, construction or modification efforts for the following:
 1. Chemical pretreatment and chemical systems modification
 2. Cartridge filtration units
 3. RO membrane elements
 4. RO pressure vessels
 5. RO treatment skids
 6. Tubing, fasteners, and instrumentation
 7. 316 stainless steel, PVC piping and valves
 8. Energy recovery devices
 9. Instrumentation and controls systems
 10. RO skid cleaning services for a two-stage skid
 11. Testing or start-up services of RO system skids, chemical systems, and related piping soon after work is complete, where relevant.
 12. Hydrostatic testing for leakage on piping and other components, where relevant
 13. Work may require after hours and emergency type work
 14. Emergency Services: response time is within 8-hours for the immediate work of pre-treatment chemical piping leaks, membrane skid vessel assembly water leaks and of general plant process.

Schedule A

PART 2 - PRODUCTS

2.01 PRESSURE VESSELS

- A. Pressure vessels shall be constructed of filament-wound fiberglass reinforced plastic (FWFRP). Pressure vessel dimensions shall be suitable for seven (7) membrane elements of 8 inches in diameter x 40 inches in length, without the use of brine seal adapters to take up diameter, or spacers to take up length. Each pressure vessel shall be equipped with two end closures, each with suitable retaining devices of corrosion resistant material. The end closure surfaces in contact with the process fluid shall be of PVC or other inert plastic. Each end closure shall have permeate ports. The feed/concentrate port stub tubes shall be minimum 1 1/2 inch, side-entry type fabricated from 316L stainless steel resulting in a maximum fluid velocity less than 10 ft/s, while the permeate ports shall be fabricated from PVC or other plastic material which must be NSF approved. The end closure and retaining devices shall be designed as a unit to form a drip-tight seal using 316L stainless steel.
- B. The pressure vessel must be designed in accordance with ASME Code. Vessels do not have to be code stamped but must be constructed under conditions where code stamping is provided.
- C. Side entry vessels must be used to match the existing header pipe connections and hydraulic calculations for flow velocity through each side port must be submitted for each vessel condition on the skid.
- D. Pressure vessels shall have a smooth exterior surface that has been coated with a two-part polyurethane enamel for superior gloss retention, and to block light. Color shall be white.
- E. Acceptable pressure vessel manufacturers shall be Codeline-Pentair W.T., or engineer pre-approved equal.
- F. The stage 1 pressure vessels shall be rated for a working pressure of 300 PSI at 120 deg. F, and each pressure vessel shall be factory-tested at 1.5 times rated pressure.
- G. The stage 2 pressure vessels shall be rated for a working pressure of 300 PSI at 120 deg. F, and each pressure vessel shall be factory-tested at 1.5 times rated pressure.

2.02 PRESSURE VESSEL SUPPORTS

- A. The new pressure vessels shall be supported on the existing FRP skid frames.
 - 1. All modification and work on the FRP frames shall be repaired and coated with the following where the protective finish is compromised:
 - a. Urethane coatings shall be applied to all unfinished and exposed surfaces.
 - b. All supports, braces, anchor plates, and FRP components shall be coated with a minimum of 24 mills after fabrication and prior to shipment to the jobsite.
 - c. All exposed surfaces from rivets, cuttings, or abrasions following onsite installation shall be re-coated and inspected by the owner and engineer prior to installation of any pressure vessels, piping, supports, etc. Once inspected and all surfaces have been properly coated, installation of vessels and piping can proceed.
 - B. All mounting hardware, for pressure vessels, manifolds, instrument panels and sample boards shall be 316L stainless steel or material of greater corrosion resistance. Bolts and washers shall be 316L stainless steel. Nuts shall be nickel aluminum bronze. All rivets shall be 316L stainless steel or aluminum.
 - C. Support structure modifications shall be provided with structural calculations and drawings which are signed and sealed by a Florida registered professional engineer.
-

Schedule A

2.03 FEED, CONCENTRATE AND PERMEATE PIPING

- A. Manifold piping shall be provided by the R.O. System OEM, and shall be an integral part of the membrane train assemblies. Piping sizes shall be based on the drawings. Alternate sizes and configuration must be approved by Engineer.
- B. Feed piping and manifolds shall be fabricated from 316L stainless steel. Interstage and concentrate piping and manifolds shall be fabricated from 316L stainless steel piping. The piping thickness shall be sized to accommodate the maximum pressures for the selected service. R.O. train feed piping shall be capable of 300 psi minimum working pressure. Interstage piping shall be capable of 300 psi minimum working pressure. Concentrate piping shall be capable of 300 psi minimum working pressure. All other piping shall be rated for 150 psi minimum working pressure. All piping assemblies and manifolds shall be thoroughly cleaned inside and out, and all scale and welding slag removed. Assemblies shall be stress-relieved and full-immersion pickled and passivated after all welded joints have been completely brushed and hardened. Completed assemblies shall be pressure-tested at the factory prior to shipment and final assembly.
- C. The feed, interstage, and concentrate manifolds shall be connected to the pressure vessel ports with 316L stainless steel, Piedmont or Victaulic-type connectors, with 316L stainless steel bolts and washers per 2.02B. All nuts shall be nickel aluminum bronze per 2.02B.
- D. Permeate piping and manifolds shall be 316L stainless steel. All piping and manifolds shall be full-immersion pickled and passivated after all welded joints have been completely brushed and hardened.
- E. Connection between permeate manifolds and pressure tubes shall be 1 ½" PVC J-bends or SCH 80 PVC fittings. The J-bends shall have quick-connect grooved style coupling fittings on each end to allow for easy removal. The pressure vessel permeate stub which is not attached to the permeate manifold shall include a PVC ball valve for vessel profiling. Sample tubing for the sample panel shall be connected at the permeate stub that is attached to the permeate manifold.
- F. Cleaning connections shall be provided on the R.O. units to mate up with the existing cleaning connections at each CIP process connection. Rigid pipe supports shall be provided on manifold piping to prevent movement during operation, change out of membranes and equipment, or when cleaning the membrane elements. Refer to drawings for other cleaning system details.

2.04 PRESSURE INDICATING TRANSMITTER

- A. The pressure indicating transmitters shall sense variations in pressure and produce a standard current output signal linear with gage pressure. The transmitter shall use a diaphragm activated cell method to monitor process pressure via impulse piping connected through a valve manifold and, where noted, diaphragm seals.
 - 1. Performance:
 - a. Total accuracy of less than or equal to 0.2% of span for +/- 50 degree temperature changes from 1:1 to 10:1 range down.
 - b. Adjustable zero and span values anywhere within the nominal range.
 - c. Differential transmitters shall provide direct reading or integral square-root extraction. Coordinate calibration with the mounting and the Contractor for tanks and vessels, and manufacture's data for flow tubes.
 - 2. Materials:
 - a. Metallic Wetted parts – 316L Stainless Steel.

Schedule A

- b. Diaphragm seals – 316L stainless steel upper and lower body and diaphragm.
 - c. Wetted O-rings – Glass filled TFE.
 - d. Fill liquid - NSF approved for use in drinking water applications.
 - e. Electronics Housing – Low copper aluminum with polyurethane paint.
 - f. Mounting hardware – 316L Stainless Steel.
3. Ratings:
- a. Enclosure – NEMA 4X
4. Electrical:
- a. Transmitter excitation: 10.5 to 32 Volts DC at up to 18 mA.
5. Options:
- a. Provide integral 3-way, 316L stainless steel valve manifold.
 - b. Provide integral LCD indicator with displayed value in process units.
 - c. Provide minimum half inch process connection.
6. Manufacturer, Model series:
- a. Rosemount, 1151 Smart series.
 - b. No equal.

Location	Description	Range	Units
Skids 1-3 First Stage Permeate Piping	First Stage Permeate Pressure Reading	0-55	PSI

2.05 ENERGY RECOVERY DEVICES

- A. The energy recovery turbochargers shall be Model LPT 1000 as manufactured by Energy Recovery Inc. or approved equal.
- B. The unit shall be able to operate continuously with feed and inlet pressures ranging up to 600 psi.
- C. The hydraulic performance criteria to be satisfied by the unit shall be as shown below:

Description	Value
Feed Flow through Low Pressure Inlet: (gpm)	564
Pressure at Low-Pressure Inlet: (psi)	195
Pressure at High-Pressure Inlet: (psi)	244
Pressure at High-Pressure Outlet: (psi)	249

- D. Materials:
 - 1. Housing: Duplex 2205 and not subject to cyclic stress/loads from pressurization and depressurization
 - 2. Rotating Assembly: Super Duplex 2507

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3. Fasteners/hardware (non-wetted) – 316L stainless steel
4. Internal Low Pressure Connector: Super Duplex 2507
5. O-Rings: BUNA
6. Thrust Line Assembly: 316L stainless steel or better
7. Auxiliary Valve and Valve Assembly: 316L stainless steel or better
8. High-pressure and low-pressure inlet and outlet connections shall be 2205 Duplex stainless steel
9. Nozzle: Duplex 2205 stainless steel
- E. The rotors shall be enclosed and shall be integral to the rotor sleeve, water lubricated, and retained by the end cover assemblies within the turbocharger housing.
- F. All static seals must use O-ring type seals with metal to metal contact.
- G. The unit must be equipped with a turbocharger bypass control valve and associated piping. The bypass valve shall be an automatic v-port ball valve operated by an electric actuator. The valve shall be controlled by a remotely modulated 4-20 mA signal. The valve package shall include a valve positioner, and two SPDT limit switches for open and close position confirmation. The electric actuator shall be a rising stem type to fit the specified globe valve. The unit, along with the bypass control valve and associated piping, shall be provided by the manufacturer as a complete unit.
 1. By-Pass Valve:
 - a. Valves shall consist of a segmented, v-port ball of 317 stainless steel with tungsten carbide facing, or 317 stainless steel heated treated nickel overlay. Shafts shall be of 2205 Duplex stainless steel or 17-4 PH stainless steel with splined ball-to-shaft connections incorporating a blowout proof device. Slotted shaft to ball connection will not be accepted. Valve plug shall be removable without damage to the valve shaft. Bearings shall be 317 stainless steel with PTFE bonded fabric, 440C stainless steel or Alloy No. 6. For abrasion resistance, bearings shall be of 317 wine mesh encapsulated in PTFE. Bearing seals shall be an available option. On/off floating ball valve designs with V cut into ball will not be accepted.
 - b. Seat options shall include flexible metal seats, reinforced PTFE seats, or rigid metal seats. Flexible metal seats shall provide bi-directional shutoff to 0.2% of ANSI Class IV. PTFE seats shall provide ANSI Class VI shutoff. Rigid seats shall meet ANSI Class IV shutoff requirements. Rigid metal seats shall be available with heat treated electroless nickel overlay or with tungsten carbide overlay as required for abrasion resistance. Valve shall have removable non-threaded seat retainer.
 - c. The valve body shall be of cast type 317 stainless steel (ASTM A743, Grade CG8M), or carbon steel (ASTM A216, Grade WCB). Integral cast flanged or flangeless valves shall be available for ANSI Class 150 or 300 services. Valves shall meet MSS-SP-25 marking requirements. Face-to-face dimensions shall meet ANSI B16.10, ISO 5752 (PN 10/16) and EN 558-1 or ISA 75.04 and IEC 534-3-2. Valves shall have removable bottom shaft cover for maintenance purposes.
 - d. All valves and actuators shall be as manufactured by DeZURIK.
 2. Valve Actuators:
 - a. General

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- 1) The actuators shall be suitable for use on existing power supply nominal 460/3/60 (or customer selected) and are to incorporate motor, integral reversing starter, local control facilities and terminals for remote control and indication connections housed within a self contained, sealed enclosure.
 - 2) As a minimum the actuators should meet the requirements set out in EN15714-2 and ISA SP96.02
 - 3) In order to maintain the integrity of the enclosure, setting of the torque levels, position limits and configuration of the indication contacts etc. shall be carried out without the removal of any actuator covers and without mains power providing the option of Infra-Red or Bluetooth® wireless interface. Sufficient commissioning tools shall be provided with the actuators and must meet the enclosure protection and certification levels of the actuators. Commissioning tools shall not form an integral part of the actuator and must be removable for secure storage / authorized release. Being able to walk up and adjust actuator settings without a setting/commission tool will not be acceptable. In addition, provision shall be made for the protection of configured actuator settings by a means independent of access to the commissioning tool. Provision shall be made to disable Bluetooth® communications or only allow a Bluetooth® connection initiated by an Infra-Red command for maximum security. Actuator must have capability of both infra-red and Bluetooth communication via setting tool.
 - 4) The actuator shall include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel irrespective of the connection sequence of the power supply.
- H. Piping connections to the pressure exchanger shall be grooved pipe joints for Victaulic or Piedmont type couplings.
- I. The energy recovery technology shall include a high-pressure seal to prevent dissipation of hydraulic energy. The energy recovery turbocharger shall provide direct transfer of hydraulic energy with no conversion of energy to another form of work or power.
- J. Efficiency of a single energy recovery turbocharger must be over 65% throughout the desired operating range. Efficiency must be measured and verified on the project site.
- K. Pulsation or efficiency shall not be adversely affected if the low-pressure flow rate is greater than, or less than, the high-pressure flow rate.

2.06 TRAIN INSTRUMENT PANEL

- A. All field instruments associated with a train shall be mounted on its Train Instrument Panel. Instruments and panels shall be furnished under this section and reconnected at the locations shown on the Drawings. Contractor shall connect all instruments to the applicable PCP.

2.07 SAMPLE PANEL

- A. Permeate samples for each pressure vessel are to be taken where permeate port exits pressure vessel to provide representative sample of total vessel's permeate.
- B. The panel shall be fitted with sample valves. There shall be one (1) sample valve for each pressure vessel on the train, plus valves for 1st stage feed, 2nd stage feed, 1st stage permeate and 2nd stage permeate, combined permeate, and 2nd stage concentrate. The sample panel shall also be equipped with a 6-inch deep by 6-inch wide trough, of the same material, which will

Schedule A

be drained through a 2-inch PVC pipe and routed in 2-inch PVC to the trench gutter or floor drain. Provide slope in trough to properly drain all sample water from the trough after sampling. Sample valves shall be arranged in horizontal rows, with the rows staggered so that the upper valves discharge between the lower valves. Each valve will be fitted with a ¼-inch stainless steel tube discharge spout, to prevent splashing. Bottom elevation of discharge spout shall be similar for all valves.

- C. Sample valves are to be Whitey ¼-turn plug valves, 316L stainless steel. High pressure samples shall be 316L stainless steel material and have valves with the appropriate pressure rating for the service (1st stage FEED, 2nd stage feed, and connectivity). Each valve shall match the pipe pressure rating from which the sample is taken.
- D. Male connectors shall be Swagelok model SS-600-1-4KN for connection to high-pressure sample ports, and model NY-600-1-4 for connection to low pressure ports, or equal. All high conductivity sample ports and tubing fittings shall be 316L stainless steel or equal.
- E. Plastic sample tubing shall be 3/8-inch OD. High pressure tubing shall have a minimum working pressure of 1,000 psi at 75 degrees F. Low-pressure tubing shall have a minimum working pressure of 150 psi at 75 degrees F. Sample tubing shall be black. Tubing shall be manufactured by Imperial Eastman Division, Imperial Clevite, Inc., or equal.
- F. Tubing shall be neatly arranged and bundled where possible. Bundles shall be retained with nylon "Tywraps", or grouped in PVC conduit with properly arranged openings for tubing, and labeled for the appropriate service.

2.08 SPARE PARTS

- A. Membranes
 - 1. Provide two spare grooved coupling assemblies, including gasket and hardware for each size supplied. Grooved coupling caps of 316 stainless steel or Duplex 2205 alloy stainless steel (to match pipe material) of each size shall also be provided.
 - 2. Provide pressure vessel repair kits, consisting of all O-rings, head gaskets, seals and clips required for the rebuilding of the end closure assembly.
 - 3. All spare parts shall be provided with an overall project inventory list and boxed/sealed appropriately for shelf storage within the R.O. process room.
 - 4. Additional spare part components shall include those outlined within the MES procurement document.
- B. Energy Recovery Devices
 - 1. Provide one (1) complete rotating assembly consisting of a rotor sleeve, end cover assembly and a complete fastener/hardware set with any O-rings and retaining rings. The rotor shall be dynamically balanced as a complete unit.
 - 2. Spare parts shall be suitably packaged, labeled precisely as to the contents, and delivered to the Owner as directed.

2.09 DISINFECTION CHEMICALS

- A. Chemicals: The disinfecting agent shall be sodium hypochlorite solution ANSI/AWWA B303 or liquid chlorine ANSI/AWWA B301. Dry hypochlorite, similar to "HTH" or equal may also be used as the disinfecting agent. Bleach or Clorox is not acceptable.

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PART 3 - EXECUTION

3.01 INSTALLATION

A. R.O. System

1. Membrane assemblies shall be installed in accordance with manufacturer's recommendations, and the final shop drawings.
2. Coordinate all work with the work being provided by others to ensure a complete functional system.
3. Installation
 - a. All equipment shall be installed in strict accordance with the Manufacturer's instructions and as shown on the Drawings.
 - b. The Contractor shall retain ultimate responsibility under this Contract for equipment coordination, installation, operation and guarantee, and the Contractor shall furnish and install all labor, equipment, materials, appurtenances, specialty items, and services not provided by the supplier but required for a complete and operable system.
 - c. All piping shall be supported so as to preclude the possibility of exerting undue forces and moments on the joints. Suitable flexible joints shall be furnished to isolate the units from the piping system.
 - d. Install components and parts so that all items operate smoothly and are free of excessive noise and vibration.
4. Services by Others
 - a. The site personnel or designated contractor shall be responsible for installation and site services, typically including:
 - 1) Site preparation, foundation design and foundation installation
 - 2) Piping and wiring between system components
 - 3) Operation of the system during startup
 - 4) Mechanical startup of the system

3.02 FIELD TESTING

A. R.O. System

1. Pressure test all piping, tubing, valves, and pressure vessels in accordance with the Flushing, Testing, and Disinfection sections specified within this document
2. Pressure vessels shall not leak when properly installed. If leaking occurs, the R.O. System OEM in conjunction with the vessel manufacturer shall be responsible for the repair or replacement of the pressure vessel.

B. Energy Recovery Devices

1. After initial start-up under the supervision of a qualified representative of the turbocharger manufacturer, a preliminary running-in period shall be provided to make field tests and necessary adjustments.
2. Manufacturer shall inspect and verify the unit's installation and train staff regarding the unit's proper operation and maintenance.
3. The pressure exchanger unit shall be accepted after a minimum of 40 run hours at the operating criteria performance.
4. Manufacturer's Services:

Execution
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- a. A manufacturer's representative for the equipment specified herein shall make one trip to the jobsite for the minimum person-days listed for the services hereunder, travel time excluded:
 - 1) Installation, Startup and Testing Services:
 - a) 1 person-days for installation assistance, inspection, and certificate of Proper Installation.
 - b) 1 person-days for functional and performance testing.
 - 2) Training Services:
 - a) 1 person-days of pre-startup classroom and jobsite training of Owner's personnel.
 - b) Training of Owner's personnel shall be at such times and at such locations as required and approved by the Owner.
 - b. Provide Qualifications of Manufacturer's Representative.
- C. Flushing, Testing, and Disinfection
- 1. Examination
 - a. Verify that skids, pumps, piping systems, tanks, clearwell, have been cleaned, inspected, and tested.
 - b. Coordinate scheduling and disinfection activity with start-up, testing, demonstration procedures, including coordination with related systems.
 - 2. Flushing and Pressure Testing - Piping
 - a. The Contractor shall furnish and install suitable temporary testing plugs or caps for the water lines, all necessary pressure pumps, hose, temporary permeate flush piping ,pipe connections, meters, gauges and other similar equipment, and all labor required, all without additional compensation for conducting pressure and leakage tests and flushing of the new water lines. Flushed water is to be disposed of on site. Flushing and pressure testing shall be conducted in the following order.
 - 1) After all piping lines have been installed and before pressure testing and final connections to equipment, each run of pipe shall be thoroughly flushed so as to remove all debris and foreign matter from the piping and equipment. Clean and flush all piping using potable water. Sufficient flushing water shall be introduced into the piping to produce a velocity of not less than 5 feet per second, and this rate of flow shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible. Flushed water may be discharged to the onsite holding ponds and be coordinated with Owner. Contractor to provide means of discharging water to ponds at Contractor's expense.

Schedule A

Pigging of piping systems should be considered where flushing is not practical or feasible. Non-abrasive pigs shall be employed.

- 2) Pressure Testing Piping Systems:
 - a) The test pressure for the raw water piping, filter piping, backwash piping, wastewater piping, finish water, tank piping and filter vessel systems shall be 1-1/2 times the indicated working pressure and this pressure shall be maintained for a period of not less than two hours. Tests shall be made between valves and as far as practicable and as approved by the Engineer. Potable water shall be used. Pressure shall not vary more than one (1) psi for low pressure piping (less than 20 psi), or five (5) psi for other piping during the test periods or as approved by the Engineer. Allowable leakage shall be computed on the basis of AWWA C-600.
 - b) All leaks evident at the surface shall be uncovered and repaired regardless of the total leakage as indicated by the test, and all pipes, valves and fittings and other materials found defective under the test shall be removed and replaced at the Contractor's expense. Tests shall be repeated until leakage has been reduced below the allowable amount.
 - c) Should, in the judgement of the Engineer, it not be practical to follow the foregoing procedures exactly for any reason, modifications in the procedure shall be made as approved by the Engineer. In any event, the Contractor shall be responsible for the ultimate water tightness of the plant piping within the preceding requirements.
3. Disinfection – Piping, Pumps and Pressure Vessels
 - a. The Contractor shall furnish and install suitable temporary connections to the piping, all necessary pressure pumps, hose, pipe connections, meters, gauges and other similar equipment, and all labor required, all without additional compensation for the disinfection of all required piping systems. Disinfection shall be conducted on the following systems:
 - 1) Raw water piping.
 - 2) Filter vessel tank, piping and accessories.
 - 3) Chemical piping.
 - 4) Chemical booster pumps, including suction and discharge piping.
 - 5) Permeate water piping.
 - 6) Ground storage tank and piping.
 - b. Conform to AWWA Standards and as modified herein.
 - c. Maintain disinfectant for a minimum of 8 hours in such a manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point.
 - d. After the disinfecting agents have been permitted to remain for the specified contact periods, the water lines, and valves shall be thoroughly flushed with water until the residual chlorine tests are less than 2 PPM in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accord with standard tests by means of a standard orthotolodine test set.
 - e. Replace permanent system devices removed for disinfection.
4. Bacteriological Sampling
 - a. It shall be the responsibility of the Contractor under this contract to perform the bacteriological testing required by the Florida Department of Environmental Protection

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City of Port St. Lucie James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
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and City of Port St. Lucie Utilities Department to obtain clearance of all piping. The Contractor shall be responsible to disinfect and repeat testing as needed until clearance is obtained for all required plant systems. If clearance is not obtained it is the responsibility of the Contractor to supply additional efforts until clearance is met.

- b. The pumps and associated piping require two (2) consecutive daily samples taken from the locations called out on the plans or as determined by the Engineer. The samples shall be taken concurrently at all the respective sample point locations.
 - c. Sampling must be coordinated with Engineer and other construction activities so as to minimize re-sampling.
 - d. Contractor shall submit schedule for bacteriological testing and pressure tests.
 - e. The Contractor shall incur all costs needed to provide bacteriological clearance of the pumps, piping systems, etc.
5. Quality Control
- a. The laboratory and personnel collecting bacteriological samples shall be Florida State certified in accordance with FDEP requirements.

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City of Port St. Lucie
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James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
Kimley-Horn Project No: 049046001

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END OF SECTION

DRAFT

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
Tel (321) 800-6594 Fax (407) 264-8321
www.jcasurety.com



July 14, 2021

**City of Port Saint Lucie
121 SW Port Saint Lucie Blvd.
Port Saint Lucie, FL 34984**

**RE: Authority to Date Performance and Payment Bonds and Powers of Attorney
Principal: Aerex Industries, Inc.
Bond No: 107442919
Project: James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement**

To Whom It May Concern:

Please take this letter as authorization from the surety company to date the above referenced bonds and powers of attorney the same date as the contract.

Please forward us a scanned copy once the bonds are dated.

Sincerely,

Travelers Casualty and Surety Company of America

A handwritten signature in blue ink, appearing to read 'Jorge L. Bracamonte', is written over a faint circular stamp. The stamp contains the text 'TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA' and 'FLORIDA LICENSED RESIDENT AGENT'.

Jorge L. Bracamonte, Attorney-In-Fact &
Florida Licensed Resident Agent

Send copy of bonds to: Bonds@jcasurety.com



AIA Document A312™ – 2010

Performance Bond

Bond No. 107442919

CONTRACTOR:

(Name, legal status and address)

Aerex Industries, Inc.
3504 Industrial 27th St.
Fort Pierce, FL 34946
(772) 448-5823

OWNER:

(Name, legal status and address)

City of Port Saint Lucie
121 SW Port Saint Lucie Blvd.
Port Saint Lucie, FL 34984
(772) 344-4068

CONSTRUCTION CONTRACT

Date:

Amount: One Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-One Dollars and 34/100 (\$1,967,871.34)

Description:

(Name and location) James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement eRFP # 20210034 - 6901 LTC Parkway, Port Saint Lucie, FL 34986
Membrane Replacement (Labor) for 10 RO Trains Plus various modifications

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
(800) 238-6225

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: One Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-One Dollars and 34/100 (\$1,967,871.34)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Aerex Industries, Inc.

Signature: 

Name Jason Carlson

and Title: President

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

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name Jorge L. Bracamonte

and Title: Attorney-In-Fact & Florida Licensed Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
(321) 800-6594

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Notwithstanding anything in the Construction Contract to the contrary, the Surety's warranty obligation under this Bond shall be for one (1) year from the date of final completion under the Construction Contract, and the Contractor, manufacturer, or other party(ies) made responsible under the Construction Contract shall be solely liable for all warranty work and obligations to the Owner under the Construction Contract which extend for a period beyond one (1) year.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

Bond No. 107442919

CONTRACTOR:

(Name, legal status and address)

Aerex Industries, Inc.
3504 Industrial 27th St.
Fort Pierce, FL 34946
(772) 448-5823

OWNER:

(Name, legal status and address)

City of Port Saint Lucie
121 SW Port Saint Lucie Blvd.
Port Saint Lucie, FL 34984
(772) 344-4068

CONSTRUCTION CONTRACT

Date:

Amount: One Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-One Dollars and 34/100 (\$1,967,871.34)

Description: James E. Anderson Reverse Osmosis Water Treatment Membrane Replacement
(Name and location) eRFP # 20210034 - 6901 LTC Parkway, Port Saint Lucie, FL 34986
Membrane Replacement (Labor) for 10 RO Trains Plus various modifications

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
(800) 238-6225

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: One Million Nine Hundred Sixty-Seven Thousand Eight Hundred Seventy-One Dollars and 34/100 (\$1,967,871.34)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Aerex Industries, Inc.

Signature: 

Name Jason Carlson

and Title: President

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

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name Jorge L. Bracamonte

and Title: Attorney-In-Fact & Florida Licensed Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

JCA Surety Group, LLC
123 Zelma Street, Suite A
Orlando, FL 32803
(321) 800-6594

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

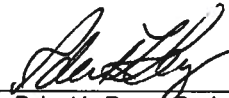
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JORGE BRACAMONTE** of **ORLANDO Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

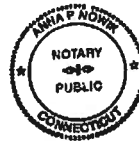
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

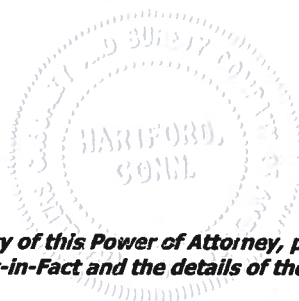
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2021

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

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

PRODUCER Marsh & McLennan Agency of Florida 9850 N.W. 41st Street Suite 100 Miami FL 33178	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: certsmiami@mma-fl.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Admiral Insurance Company		24856
INSURER B : Travelers Casualty Ins Co of America		19046
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


INSURED AEREXINDUS
 Aerex Industries, Inc
 3504 Industrial 27th Street
 Fort Pierce FL 34946

COVERAGES **CERTIFICATE NUMBER:** 1009541379 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA00003088303	10/24/2020	10/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0N5567352142G	5/28/2021	5/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GX00000137703	10/24/2020	10/24/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20210034-Reverse Osmosis Membrane Replacement Project is an Additional Insured as respects General Liability (including On-going & Completed Operations) and Auto Liability are primary and non-contributory when required by written contract. Waiver of subrogation as respects General Liability and Auto Liability in favor of Additional Insured when required by written contract. The insurance afforded herein is subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie FL 34984	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION
(Insurance Services Office Endorsement CG 20 10 04 13)**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which you are performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

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

whichever is less.

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

3. Limits of Insurance

- a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:
 - (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of "property damage";
 - (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of "property damage" arising out of any one "occurrence";
 - (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
 - (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

Name Of Person Or Organization:

Any person or organization, but only if the following conditions are met:

- (1) You have expressly agreed to the waiver in a written contract; and
- (2) The injury or damage first occurs subsequent to the execution of the written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

B. EMPLOYEE HIRED AUTOS

1. The following is added to Paragraph A. 1., **Who Is An Insured** of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

COMMERCIAL AUTO

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C. 1. , of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A. 4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D. **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

J. PERSONAL PROPERTY

The following is added to Paragraph A. 4. **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) owned by an "insured"; and

(2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A. 4. Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease/loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A. 5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Workers' Compensation and Employers' Liability Policy

Named Insured TriNet HR II Holdings, Inc. AEREX INDUSTRIES, INC 3023 HSBC Way, Suite 200 Fort Mill, SC 29707	Endorsement Number
	Policy Number Symbol: WLR Number: C68954149

Policy Period 03/01/2021 TO 03/01/2022	Effective Date of Endorsement 07/14/2021
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Issued By (Name of Insurance Company)
Indemnity Insurance Company of North America

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

For the states of CA, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent