



Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 South Orange Avenue, Suite 700
P.O. Box 2346
Orlando, FL 32801

(407) 841-1200
(407) 423-1831 Fax
www.deanmead.com

Attorneys and Counselors at Law
Orlando
Fort Pierce
Naples
Viera/Melbourne
Vero Beach

MARTIN FRIEDMAN
407-310-2077
mfriedman@deanmead.com

May 29, 2025
via efilng

Adam Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 20240108-SU - Application for increase in wastewater rates in Monroe County by
K W Resort Utilities Corp.

Dear Mr. Teitzman:

On behalf of K W Resort Utilities Corp. ("KW" or "Utility") this letter is the response to
Staff's Seventh Data Request dated May 21, 2025.

1. Please provide supporting documentation for the following expenditures associated with
the KWRU Blower & Electrical Upgrades pro forma project:

- a. Design and permitting: \$146,567.44
- b. Construction Administration & CEI: \$156,338.60

RESPONSE: The costs provided for a. and b. above, were engineer's estimates prior to the project.

<<Engineer's Estimate Memo attached>>

Below are the costs as of the date of this response:

- Paid to date for Design and permitting: \$101,862.50**
- Paid to date Construction Administration & CEI: \$62,927.50**

The costs paid to date in relation to the total estimated costs and the % of work complete and both design and CEI fall in a range that indicate the original estimates were both solid numbers.

<<Engineering invoices are attached>>

2. Please explain the differential in Pro Forma Plant Additions between the amount requested for the KWRU Blower & Electrical Upgrade pro forma project included in Account 380.4 in your MFRs (\$1,757,139) and amounts identified in the Utility's response to Staff's First Data Request, No. 2(b) ($[\$1,599,500 - \$145,000 - \$277,000] + \$146,567.44 + 156,338.60 + \$274,232.50 = \$1,754,638.54$], which staff estimates to be approximately \$2,500. As part of this response, provide any supporting documentation.

RESPONSE: The \$2,500 difference is due to the direct purchase cost of the Kaeser Blowers with regard to shipping and tax.

- The MFR utilizes the Kaeser blower quotation total of \$255,100 with 7.5% tax applied resulting in \$274,232.50. Note that this number does not include shipping.
- Staff's First Data Response No. 2b the direct purchase cost of the Kaeser Blowers was \$276,732.96 which includes the quotation total of \$255,100, shipping of \$6,240 and tax of \$15,392.96.**
- Kaeser amount per MFR \$274,232.50 **LESS** Kaeser amount in Staff First no. 2(b) \$276,732.96 resulting in a difference of \$2,500.46

*** Note a minor tax miscalculation resulted in an \$11.96 overstatement of tax.*

<<See Attached paid Kaeser Invoice #917472859 (\$ 276,721)>>

3. Please explain the differential in Pro Forma Plant Additions for the requested amount in the Utility's MFRs of \$2,179,139 and the estimated value of \$2,550,000 identified in Section III of the Utility's application and response to Staff's First Data Request, no. 2(b).

RESPONSE: The project cost of \$2,550,000 can be considered an Engineer's Estimate for the Project as identified in Section III of the Utility's application. The Engineer's Estimate was prior to bid opening and the estimate included a 15% Project Contingency. The Direct Purchase cost of the Kaeser Blowers were estimated at \$274,232.50 (which was the total Quoted by Kaeser plus 7.5% tax but excluded \$6,240 for shipping).

The Pro Forma Plant Additions in the Utility's MFR's of \$2,179,139 completely eliminated the 15% Project Contingency and the low bidder's (Reynolds) bid numbers were utilized in all cases. Direct Purchase cost of the Kaeser Blowers was \$276,732.96 (which included shipping and tax **). A side-by-side comparison of the Engineers Project Estimate from the Application vs. MFR that utilized hard bid numbers can be found in the table below.

ENGINEERS ESTIMATE identified in Section III of the Utility's Application			MFR Submittal		
Description	Total Cost	Notes	Description	Total Cost	Notes
Spread Footer Foundation	\$150,000.00		Line 3.06, 3.07, 3.08 from bid form of low Bidder (Reynolds)	\$145,000.00	
Concrete columns and concrete deck					
Aluminum stairs and handrails for pad					
		price with 7.5% tax applied doesn't include shipping			
Purchase of blowers (inc sales tax)	\$274,232.50		Kaeser Blower Direct Purchased	\$276,732.96	includes shipping; minor tax calculation error of \$11.96 (overstated)
Installation of Blowers & Piping	\$1,380,000		Reynolds Bid lines (3.06, 3.07, 3.08, 4.01, 4.02, 4.03) excluded	\$1,177,500	
Electrical for Blowers					
Startup and Testing					
Integration					
Removal of existing electrical panels					
Demolition of existing building					
Spread Footer & (or) Piles					
Concrete columns and concrete deck					
Aluminum stairs and handrails for deck					
Purchase of electrical equipment & materials					
Installation of panels, conduit and wiring					
Startup and testing					
SCADA System Upgrades					
Upgrade of SCADA System to new Platform	\$150,000.00		SCADA Line 4.01, 4.02, 4.03 from bid form of low Bidder	\$277,000.00	
New SCADA Server & Interface					
Training & Startup					
Project Contingency	\$293,134.88		No Contingency	\$0.00	
Design and permitting	\$146,567.44			\$146,567.44	
Construction Administration & CEI	\$156,338.60			\$156,338.60	
PROJECT TOTAL	\$2,550,273		PROJECT TOTAL	\$2,179,139	

<<Engineer's Estimate Memo attached>>

<<Low Bid (Reynolds Construction LLC) Bid Form attached>>

The single difference between MFR and Staff's First Data Request, no. 2(b) is \$2,500.46 due to the direct purchase of the Kaeser blowers (shipping and tax) which was thoroughly explained in no. 2 (above).

4. Please provide supporting documentation for the \$40,000 expense associated with the Permit Renewal pro forma project.

RESPONSE: This cost is based on the engineer's estimate, derived from recent permit renewals for similarly sized facilities in Monroe County.

<<Engineer's Estimate Memo attached>>

5. Please identify when each of the following projects was or is estimated to be completed. If a project will be completed after 24 months from the end of the test year (i.e., June 2026), explain why the Commission should approve the project.

a. KWRU Blower & Electrical Upgrades

RESPONSE: Contractually the project must be completed by December 3, 2025. Pursuant to the Contract between KW Resort Utilities Corp and Reynolds Construction LLC and the filing of the NOTICE TO PROCEED the CONTRACTOR is required to achieve Substantial Completion by November 4, 2025 and the date of readiness for final payment is stipulated to be December 3, 2025.

<<attached Reynolds Construction LLC contract>>

<<attached Reynolds Construction LLC NOTICE TO PROCEED>>

b. Permit Renewal

RESPONSE: Rule 62-620.335(1), F.A.C., requires the permittee to submit an application to renew the existing permit at least 180 days before the expiration date of the existing permit. Therefore, the application for renewal of the operating permit is due on or before August 26, 2026. The Utility Engineer states that work on the permit renewal is substantial is scheduled to begin in early 2026 and is estimated to be completed prior to June 30, 2026.

c. Collection System Action Plan Preparation

RESPONSE: Rule 62-600.705(2), F.A.C., became effective on June 28, 2023, and requires all domestic wastewater facility permittees to develop a pipe assessment, repair, and replacement action plan for the facility's collection system, i.e., a Collection System Action Plan (CSAP).

May 29, 2025
Page 5

A summary of the plan must be submitted to DEP with the next facility permit application for any new permit, permit renewal, or substantial permit revision. Per the executed Proposal for Professional Engineering Services KWRU Collection System Action Plan, the engineer will have a draft completed by October 30, 2025 and a final plan is to be completed within 60 days of draft review.

<<Executed CSAP Proposal attached>>

Should you or Staff have any questions regarding this response please do not hesitate to contact me.

Very truly yours,

/s/ Martin S. Friedman
Martin Friedman

MSF:

Cc: Suzanne Brownless (via email)
discovery-gcl@psc.state.fl.us.

MEMORANDUM

To: Greg Wright, Vice President
From: Steve Suggs P.E. Director of Utilities Engineering
Date: July 24, 2024
Re: KW Resort Utilities Project Budgets

As requested, WEC has prepared a consolidated budget and project narrative for three critical infrastructure improvements at KW Resort Utilities, along with the engineering costs associated with the five-year WWTP permit renewal and the required Collection System Action Plan (CSAP) submission. These investments will replace aging equipment, harden essential systems against flood risk, and ensure compliance with Florida Department of Environmental Protection (FDEP) regulations.

1. Blower Replacement & Flood Hardening

The existing aeration blowers have been in continuous service since the late 1990s and are approaching the end of their expected service life. Performance testing has revealed reduced air delivery efficiency and increased vibration, leading to higher energy consumption and maintenance costs. The proposed project includes installing new, energy-efficient blowers sized to meet peak demand with built-in redundancy. Additionally, all blower units and associated controls will be relocated above the 100-year flood elevation to mitigate risk during storm surges, preserving uninterrupted WWTP operations in extreme weather.

2. Electrical Service Upgrade & System Resilience

The main electrical service equipment was incrementally expanded over the past three decades. Several panelboards and conductors remain undersized and were originally installed below the current 100-year floodplain. These conditions have led to repeated service disruptions and safety concerns during high-water events. The project scope calls for a complete replacement of switchgear, distribution panels, and feeders, sized for future expansion and mounted on elevated platforms. This hardening measure will satisfy NFPA 70E safety requirements, reduce outage risk, and accommodate the increased load from the new blower system.

3. Permit Renewal & CSAP Engineering

Per FAC Rule 62-600, WWTP permits must be renewed every five years. The CSAP is now a mandatory component of each renewal package, requiring detailed analysis of the collection system's capacity, condition assessments, and action planning for lift stations and critical pipelines. Our engineering fee includes data gathering, field inspections, and preparation of the CSAP report to support the FDEP application. This will ensure compliance with FDEP and FAC requirements.

The total estimated construction and equipment cost for the WWTP improvements with a 15% contingency budget is **\$2,550,273.41**, and the engineering fee for permit renewal and CSAP development is **\$375,000**, for a combined program budget of **\$2,925,273.41**.

Please see the detailed cost breakdown in the table below.



KWRU Electrical & Blower Upgrade Project				
Description	Units	Qty	Unit Cost	Total Cost
Blowers				
Spread Footer Foundation	LS	1	\$30,000.00	\$30,000.00
Concrete columns and concrete deck	LS	1	\$80,000.00	\$80,000.00
Aluminum stairs and handrails for pad	LS	1	\$40,000.00	\$40,000.00
Purchase of blowers (inc sales tax)	LS	1	\$274,232.50	\$274,232.50
Installation of Blowers & Piping	EA	3	\$85,000.00	\$255,000.00
Electrical for Blowers	EA	3	\$80,000.00	\$240,000.00
Startup and Testing	LS	1	\$15,000.00	\$15,000.00
Integration	LS	1	\$30,000.00	\$30,000.00
Blowers Construction SubTotal				\$964,232.50
Electrical Upgrades				
Removal of existing electrical panels	LS	1	\$65,000.00	\$65,000.00
Demolition of existing building	LS	1	\$20,000.00	\$20,000.00
Spread Footer & (or) Piles	LS	1	\$40,000.00	\$40,000.00
Concrete columns and concrete deck	LS	1	\$150,000.00	\$150,000.00
Aluminum stairs and handrails for deck	LS	1	\$25,000.00	\$25,000.00
Purchase of electrical equipment & materials	LS	1	\$300,000.00	\$300,000.00
Installation of panels, conduit and wiring	LS	1	\$225,000.00	\$225,000.00
Startup and testing	LS	1	\$15,000.00	\$15,000.00
Electrical Construction SubTotal				\$840,000.00
SCADA System Upgrades				
Upgrade of SCADA System to new Platform	LS	1	\$135,000.00	\$135,000.00
New SCADA Server & Interface	LS	1	\$10,000.00	\$10,000.00
Training & Startup	LS	1	\$5,000.00	\$5,000.00
SCADA SubTotal				\$150,000.00
Project Contingency 15%				\$293,134.88
Construction Sub-total				\$2,247,367.38
Design and permitting	LS	1	\$146,567.44	\$146,567.44
Construction Administration & CEI	LS	1	\$156,338.60	\$156,338.60
Engineering SubTotal				\$302,906.04
PROJECT TOTAL				\$2,550,273.41
Permit Renewal				
Description	Units	Qty	Unit Cost	Total Cost
Blowers				
Permit Renewal Application & RAIS	LS	1	\$40,000.00	\$40,000.00
Collection System Action Plan	LS	1	\$275,000.00	\$275,000.00
Field Work for CSAP	LS	1	\$60,000.00	\$60,000.00
Permit Renewal Total				\$375,000.00

7 DR #1 – Engineering Invoices



Invoice

Invoice Date: Feb 7, 2024

Invoice Num: 52434

Billing Through: Jan 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/8/2024	Amy Sainsbury	Contract:Site Visit KWRU Site Visit: - Site visit to investigate electrical upgrades project	1.50	\$100.00	\$150.00
1/8/2024	Amy Sainsbury	Contract:Site Visit KWRU Site Visit: - Site visit to investigate blower replacement with Greg Wright	1.25	\$100.00	\$125.00
1/10/2024	Steve Suggs	Contract:Design KWRU Blower Upgrade: -Review of site info -Putting scope write up together from WEC electrical engineer	2.00	\$165.00	\$330.00
1/10/2024	Steve Suggs	Contract:Document KWRU Electrical Service: -Reviewing the record files -Putting scope together for electrical engineer.	2.00	\$165.00	\$330.00
1/19/2024	Amy Sainsbury	Contract:Site Visit KWRU Electrical Upgrades - Site visit with WEC Electrical Engineer and KWRU staff to investigate site layout of existing electrical equipment and establish a preliminary electrical layout scope.	4.00	\$100.00	\$400.00
1/19/2024	Simon Sainsbury	Contract:Site Visit KWRU Electrical Upgrades - Site visit to review existing and proposed electrical work - Communication with KWRU personnel	4.00	\$165.00	\$660.00
1/19/2024	Steve Suggs	Contract:Site Visit KWRU Electrical Upgrades: -Reviewed project with WEC staff and KWRU staff -Discussed plan of action.	2.00	\$165.00	\$330.00
1/19/2024	Steve Suggs	Contract:Site Visit KWRU Blower Upgrades: -reviewed project with WEC staff and KWRU staff -Discussed plan of action	2.00	\$165.00	\$330.00
1/23/2024	Simon Sainsbury	Contract:Site Visit KWRU Electrical Upgrades - Review data acquired from site visit and start work on markups for drawing set	1.75	\$165.00	\$288.75
1/24/2024	Simon Sainsbury	Contract:Site Visit KWRU Electrical Upgrades	2.25	\$165.00	\$371.25



Invoice

Invoice Date: Feb 7, 2024

Invoice Num: 52434

Billing Through: Jan 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		- Review data acquired from site visit and start work on markups for drawing set - Research as-builts for North side electrical			
1/25/2024	Simon Sainsbury	Contract:Site Visit	0.75	\$165.00	\$123.75
		KWRU Electrical Upgrades - Continue research on as-builts for North side electrical			
1/25/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: - Pulling records and requirements for blowers. - Correspondence with MTS about blower package.	3.00	\$165.00	\$495.00
1/26/2024	Amy Sainsbury	Contract:Document KWRU Electrical Upgrades: - Recovering record files	1.50	\$100.00	\$150.00
1/26/2024	Simon Sainsbury	Contract:Site Visit	1.25	\$165.00	\$206.25
		KWRU Electrical Upgrades Continue: - work on markups for drawing set based on site visit data - Research as-builts for North side electrical			
1/29/2024	Simon Sainsbury	Contract:Site Visit	1.50	\$165.00	\$247.50
		KWRU Electrical Upgrades Continue: - work on markups for drawing set based on site visit data - communication with WEC staff on design			
1/29/2024	Amy Sainsbury	Contract:Document KWRU Electrical Upgrades: - Reviewing record files	1.50	\$100.00	\$150.00
1/30/2024	Yanay Ferral	Contract:Document KWRU Blowers: - Began reviewing project scope and deliverables - Researched Kaeser rotary blowers	1.50	\$100.00	\$150.00
1/31/2024	Yanay Ferral	Contract:Document KWRU Electrical - Reviewed project files and researched Kaeser blowers	1.25	\$100.00	\$125.00

Total Service Amount: \$4,962.50

Amount Due This Invoice: \$4,962.50

This invoice is due on 2/7/2024



KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice

Invoice Date: Feb 7, 2024

Invoice Num: 52434

Billing Through: Jan 31, 2024

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$4,962.50	\$0.00	--	--	\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice: **\$4,962.50**

PAYABLE UPON RECEIPT

From: greg@kwru.com
To: accountant@kwru.com
Subject: FW: New Invoices
Date: Monday, February 12, 2024 10:15:10 AM
Attachments: [image003.png](#)
[Invoice 52434.pdf](#)

Olga,

This is approved and we should start a CWIP account called "South Plants Electrical and Blower Upgrades"

From: Keri Oliveira <keri@weilerengineering.org>
Sent: Wednesday, February 7, 2024 1:30 PM
To: greg@kwru.com; 'Olga Vera' <accountant@kwru.com>
Cc: 'Ed Castle' <edrcastle@me.com>; Steve Suggs <ssuggs@weilerengineering.org>
Subject: RE: New Invoices

Here you go,

Invoice 52434 replaces 52430 & 53431

Thank you,

Keri Lowe

*Corporate Bookkeeper
The Weiler Engineering Corp
201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
941-646-8600 – DIRECT
941-505-1700 x 202 Phone
941-505-1702 Fax*



From: greg@kwru.com <greg@kwru.com>
Sent: Wednesday, February 07, 2024 9:55 AM
To: Keri Oliveira <keri@weilerengineering.org>; 'Olga Vera' <accountant@kwru.com>
Cc: 'Ed Castle' <edrcastle@me.com>; Steve Suggs <ssuggs@weilerengineering.org>
Subject: RE: New Invoices

Thank you Keri, are you also able to combine #'s 52430 & 52431 into one project called "Electrical and Blower Upgrades"?

Thank you,
Greg

From: Keri Oliveira <keri@weilerengineering.org>
Sent: Monday, February 5, 2024 3:43 PM
To: greg@kwru.com; 'Olga Vera' <accountant@kwru.com>
Cc: 'Ed Castle' <edrcastle@me.com>; Steve Suggs <ssuggs@weilerengineering.org>
Subject: RE: New Invoices

Please see the revised invoices
Invoice 52432 replaces 52429

Thank you,

Keri Lowe

Corporate Bookkeeper
The Weiler Engineering Corp
201 W. Marion Ave, Suite 1306
Punta Gorda, FL 33950
941-646-8600 – DIRECT
941-505-1700 x 202 Phone
941-505-1702 Fax



From: greg@kwru.com <greg@kwru.com>
Sent: Monday, February 05, 2024 3:30 PM
To: Keri Oliveira <keri@weilerengineering.org>; 'Olga Vera' <accountant@kwru.com>
Cc: 'Ed Castle' <edrcastle@me.com>; Steve Suggs <ssuggs@weilerengineering.org>
Subject: RE: New Invoices

Good afternoon Keri,

I hope you are doing well. I'd like to make some adjustments to this months invoices if possible... on invoice #52429 can we pull out the below highlighted charges and put them on a new invoice/project and call it "North Plant Headworks Replacement":

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/8/2024	Amy Sainsbury	Contract:Site Visit: KWRU Site Visit: - Met with Reynolds Construction for pipe repair evaluation at the headworks - Looking for Operations and Maintenance manual at the KWRU office - Discussion with Greg Wright and staff	2.75	\$100.00	\$275.00
1/9/2024	Ed Castle	Contract:Admin KWRU Misc - emails with Chris and Greg re O&M manual, begin gathering info. work on selection of flow meter for MCDC reclaimed line, make list of attributes and costs.	0.75	\$210.00	\$157.50
1/9/2024	Amy Sainsbury	Contract:Document KWRU Headworks Pipe Replacement: - Importing and sorting photos from site visit - Wrote memo with scope of work for piping repair project including photos - Correspondence with Steve (WEC)	2.00	\$100.00	\$200.00
1/16/2024	Ed Castle	Contract:Admin KWRU Misc - review revised plans for coin laundry at 6310 2nd Street, verify no change in flows to Chris.	0.25	\$210.00	\$52.50
1/18/2024	Amy Sainsbury	Contract:Document KWRU Headworks Pipe Replacement: - Revisions to scope of work and correspondence with prospective contractors	1.00	\$100.00	\$100.00
1/18/2024	Ed Castle	Contract:Admin KWRU Misc - look up USA Bluebook catalog number for MCDC flow meter and grounding ring, send to Greg	0.25	\$210.00	\$52.50
1/25/2024	Amy Sainsbury	Contract:Document KWRU Headworks Pipe Replacement: - Correspondence regarding proposal from contractor - Document review	0.25	\$100.00	\$25.00
1/30/2024	Amy Sainsbury	Contract:Document KWRU Headworks Pipe Replacement: - Correspondence with Ferreira Construction regarding request for quote - Review of Reynolds Construction proposal	1.00	\$100.00	\$100.00

Total Service Amount: \$962.50

Amount Due This Invoice: \$962.50

This invoice is due on 2/2/2024

The other three charges can stay in the "Admin" project.

Also, can we combine invoice #'s 52430 & 52431 and call that project "Electrical and Blower Upgrades"?

Thank you and let me know if you need anything else. I am copying Ed and Steve so they see the changes for future billing.

-Greg

From: Keri Oliveira <keri@weilerengineering.org>
Sent: Monday, February 5, 2024 10:46 AM
To: greg@kwru.com; Olga Vera <accountant@kwru.com>
Subject: New Invoices

Good morning,

Please see the latest invoice(s) for review and payment

Thank you,

Keri Lowe

Corporate Bookkeeper

The Weiler Engineering Corp

201 W. Marion Ave, Suite 1306

Punta Gorda, FL 33950

941-646-8600 – DIRECT

941-505-1700 x 202 Phone

941-505-1702 Fax



**** We now accept all major credit cards and ACH payments through a secure online portal (Does NOT allow to Gmail Accounts) ****



Invoice

Invoice Date: Mar 6, 2024

Invoice Num: 52514

Billing Through: Feb 29, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/7/2024	Yanay Ferral	Contract:Document KWRU Electrical & Blower Upgrades: -Research and review KWRU record files and drawings	1.25	\$100.00	\$125.00
2/8/2024	Yanay Ferral	Contract:Document KWRU Electrical & Blower Upgrades: -WEC staff meeting to go over scope of project and determine necessary tasks going forward	0.75	\$100.00	\$75.00
2/8/2024	Amy Sainsbury	Contract:Design KWRU Electrical and Blower Upgrades: - Correspondence with Steve regarding scope of design. - Review of Records	0.75	\$100.00	\$75.00
2/9/2024	Yanay Ferral	Contract:Document KWRU Blowers Upgrade: -Review notes on Blowers project -Correspondence with Greg Wright for O&M manual of existing blowers. -Review KWRU blower record files for air output information -Review PDR for air output calculations -Correspondence with Ed on blower record files and design calculations -Correspondence with Steve on design air flow rate	5.25	\$100.00	\$525.00
2/9/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Determine sizing of proposed pad for new blowers using CAD	1.00	\$100.00	\$100.00
2/9/2024	Ed Castle	Contract:Admin KWRU Blower Upgrades - research files for blower manuals, send curves to staff. Review oxygen calculations format in OMPR and PDR, coordinate with staff on sizing of replacement blowers.	1.00	\$210.00	\$210.00
2/9/2024	Steve Suggs	Contract:Design KWRU Blower upgrades: -Review of project with WEC staff -Review of control logic for blowers -Looked into Kaeser LCP capabilities.	2.00	\$165.00	\$330.00
2/12/2024	Yanay Ferral	Contract:Document KWRU Blowers: -Review Fiesta Key and KWRU PDR to understand oxygen requirements and air flow rate calculations -Compare blower curvers from Desoto project -Research values for unknown parameters	3.50	\$100.00	\$350.00
2/12/2024	Yanay Ferral	Contract:Design	2.50	\$100.00	\$250.00



Invoice

Invoice Date: Mar 6, 2024

Invoice Num: 52514

Billing Through: Feb 29, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KLWTD Blowers: -Calculate organic loading and solids loading requirements to determine oxygen requirements and design air flow rate -Create excel sheet for calculations			
2/12/2024	Steve Suggs	Contract:Design KWRU Blower upgrades: -Discussion of design consideration with WEC staff. -Started on air use calcs.	2.00	\$165.00	\$330.00
2/13/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Review record files of KWRU blowers and determine unknown information -Review Kaeser 50 and 75 hp blowers and compare to existing pad -Review Fiesta Key PDR, KWRU PDR, and Desoto County WWTP Permit	4.00	\$100.00	\$400.00
2/13/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Measure several 50 and 75 hp blowers and place on existing pad on CAD to determine whether pad needs to be extended. -Calculations of design air flow for new blowers	4.00	\$100.00	\$400.00
2/13/2024	Steve Suggs	Contract:Design KWRU Blower upgrades: -Running aeration requirement calcs and checking vs record info.	3.00	\$165.00	\$495.00
2/14/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Design air flow rate calculations -Correspondence with Ed on calculations -Review calculations and design parameters of existing blowers with Steve -Begin setting up CAD file for project	6.00	\$100.00	\$600.00
2/14/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Look through record files	1.75	\$100.00	\$175.00
2/14/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Design air flow rate calculations -Review calculations and design parameters of existing blowers with WEC staff	1.00	\$165.00	\$165.00
2/15/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades:	6.75	\$100.00	\$675.00



Invoice

Invoice Date: Mar 6, 2024

Invoice Num: 52514

Billing Through: Feb 29, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Added paper space to CAD file with necessary sheets -Began setting up CAD file for drawings			
2/15/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Review record CAD files and plans for KWRU and Desoto County	1.00	\$100.00	\$100.00
2/15/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Correspondence with Evoqua on air calcs to verify calculations -Review of calculations	1.50	\$165.00	\$247.50
2/16/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Review record CAD drawings and compare to existing conditions -Update new CAD file with missing information on existing conditions	3.50	\$100.00	\$350.00
2/16/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Review Desoto Co. blower documents and compare to calculated capacity for proposed KWRU blowers	1.00	\$100.00	\$100.00
2/16/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Correspondence with KWRU and WEC staff about blower project	0.50	\$165.00	\$82.50
2/19/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Correspondence with MTS environmental about blower drawings and specs needed.	1.00	\$165.00	\$165.00
2/20/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Prepare plan set for project on CAD	2.00	\$100.00	\$200.00
2/20/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Review record CAD files and plans for KWRU	1.00	\$100.00	\$100.00
2/21/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Review North Tank Evoqua calculations sent from Alex Mass	0.50	\$100.00	\$50.00
2/21/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Design air flow calculations for blowers -Prepare plan sheets on CAD	2.25	\$100.00	\$225.00
2/21/2024	Steve Suggs	Contract:Design	1.00	\$165.00	\$165.00



Invoice

Invoice Date: Mar 6, 2024

Invoice Num: 52514

Billing Through: Feb 29, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Blower Upgrades: -Looking at structural modifications to platform needed.			
2/22/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Review Evoqua calculations for North Tank blowers and compare to East & West Tank -Calculations for E&W Tank blowers -Review calculations with Steve and discuss proper design specs for new blowers	2.50	\$100.00	\$250.00
2/22/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: - Continued Looking at structural modifications to platform needed.	1.00	\$165.00	\$165.00
2/23/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Prepare plan sheet -Review record drawings to determine location of existing blower air lines -Review blower design air flow calculations	4.50	\$100.00	\$450.00
2/23/2024	Ed Castle	Contract:Admin KWRU Blower Upgrades - send aeration calculations example to Yanay, find Lamson blower curves and operating points. Find aeration calculator online. Meet with Steve and Yanay to discuss calculated air requirements vs Evoqua air calcs from 0.350 MGD expansion.	1.00	\$210.00	\$210.00
2/26/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Review example air requirement calculations from Sanitaire and Evoqua's 0.350 MGD process calculations -Rework calcs for the two 0.250 MGD tanks using the example from Sanitaire and Aeration spreadsheet sent by Ed -Update blower calculations spreadsheet	7.25	\$100.00	\$725.00
2/27/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Review calculations for air requirements -Update spreadsheet with calculations	2.50	\$100.00	\$250.00
2/27/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Correspondence with WEC staff about existing electrical design	1.00	\$165.00	\$165.00
2/28/2024	Yanay Ferral	Contract:Admin	2.25	\$100.00	\$225.00



Invoice

Invoice Date: Mar 6, 2024

Invoice Num: 52514

Billing Through: Feb 29, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Electrical & Blower Upgrades: -Look for record drawings of the electrical system at KWRU -Review record drawings for the existing blower system to find connection point of the air lines into the tanks			
2/28/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Update existing conditions for blower piping	4.00	\$100.00	\$400.00
2/29/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Updating CAD with proper formatting and necessary info for the plan sheets. Updating existing air piping. -Start working on design for extending existing platform for the new blowers. -Start working on existing P&ID and electrical riser diagrams	6.00	\$100.00	\$600.00
2/29/2024	Yanay Ferral	Contract:Admin KWRU Blower Upgrades: -Review Desoto blower upgrade project and KWRU record plans to determine necessary info for blower plans -Correspondence with MTS for proposed blower sizing -Review KWRU record plans to determine existing P&ID and electrical riser diagrams -Review proposed blower information received from MTS	2.25	\$100.00	\$225.00
2/29/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Review of blower info sent by MTS -Discussed blower with WEC staff. -Review of design parameters.	2.00	\$165.00	\$330.00

Total Service Amount: \$11,060.00

Amount Due This Invoice: \$11,060.00

This invoice is due on 3/6/2024

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$16,022.50	\$0.00	52434	2/7/2024	\$4,962.50	\$4,962.50	\$0.00

Total Amount Due Including This Invoice: \$11,060.00

PAYABLE UPON RECEIPT



The Weiler Engineering Corp.
PO Box 69142; Baltimore, MD 21264-9142
Payment by EFT: M&T Bank, Buffalo, NY
ABA/Routing #022000046, Account #259000073
Swift Code: MANTUS33 ph: (301) 417-0200

Key West Resort Utilities
 6630 Front Street
 Key West, FL 33040

Invoice Date: May 15, 2025
 Project No: 24013.011
 Invoice No: 3033

Additional Information:

Contract No: Fiscal Year 2024-2025

Project Manager: Edward R. Castle

Project	24013.011	KWRU - Electrical & Blower Upgrades
----------------	-----------	-------------------------------------

Fiscal Year: 2024-2025

Professional Services from April 1, 2025 to April 30, 2025

Task	120	Contract
-------------	-----	----------

Professional Personnel

		Hours	Rate	Amount
Farthing, Lori	4/16/2025	.50	160.00	80.00
KWRU B&E:-Correspondence w/Yanay regarding work directive review & performing review of memo and work directive.				
Farthing, Lori	4/21/2025	.50	160.00	80.00
KWRU B&E-received pay app 3 from Yanay for review and correspondence w/Yanay and staff regarding quantities discrepancy for blower line item.				
Farthing, Lori	4/22/2025	1.00	160.00	160.00
Pay application #3 review and markup and saving in dropbox. correspondence w/staff regarding review status.				
Farthing, Lori	4/29/2025	.50	160.00	80.00
KWRU B&E Project-correspondence w/Reynold's requesting updated liability insurance, received it from Freddy & saved in dropbox & sent to KWRU for thier records.				
Ferral, Yanay	4/1/2025	.25	140.00	35.00
kwru b&e-Review change order scope with Steve and make note of what to revise				
Ferral, Yanay	4/1/2025	3.00	140.00	420.00
KWRU B&E:-Correspondence with Simon (WEC) regarding electrical panel submittal review-Review revised service entrance conduit routing submittal and prepare submittal response-Review main disconnect rating submittal and prepare submittal response- Correspondence with Amanda (RC) regarding submittal responses- Correspondence with Amanda (RC) regarding received NTO for project				
Ferral, Yanay	4/2/2025	1.50	140.00	210.00
KWRU B&E:-Revise change order scope memorandum based on discussion with Steve (WEC)				
Ferral, Yanay	4/3/2025	1.25	140.00	175.00
KWRU B&E:-Revise CADD plans to include change order revisions				

Ferral, Yanay	4/4/2025	.50	140.00	70.00
KWRU B&E:-Correspondence with Greg (KWRU) & Tom (Kaeser) regarding blower invoice corrections				
Ferral, Yanay	4/8/2025	.75	140.00	105.00
KWRU B&E:-Review revised invoice for blowers-Correspondence with Greg (KWRU) regarding revised invoice and blower payment-Correspondence with Amanda (RC) regarding rescheduling of progress meeting				
Ferral, Yanay	4/9/2025	.50	140.00	70.00
KWRU B&E:-Begin preparing memorandum detailing clarifier scope additions				
Ferral, Yanay	4/9/2025	.75	140.00	105.00
KWRU B&E:-Begin review of resubmittal for SPD & new submittal for				
Ferral, Yanay	4/10/2025	1.00	140.00	140.00
KWRU B&E:-Discussion with Steve (WEC) regarding clarifier scope and progress meeting-Sketch proposed clarifier scope addition and make note of what is included				
Ferral, Yanay	4/11/2025	1.00	140.00	140.00
KWRU B&E:-Attend progress meeting-Discussion with Steve (WEC) regarding PCO #1, work directive #1 and how to proceed				
Ferral, Yanay	4/11/2025	.25	140.00	35.00
KWRU B&E:-Briefly review PCO #1 for ground wire upsize				
Ferral, Yanay	4/14/2025	2.25	140.00	315.00
KWRU B&E:-Review submittals sent by Amanda (RC) and prepare submittal responses-Correspondence with Amanda (RC) regarding control narrative spec-Review submittal for SPD with Steve (WEC)-Correspondence with Amanda (RC) regarding submittal responses				
Ferral, Yanay	4/15/2025	2.50	140.00	350.00
KWRU B&E:-Begin preparing work directive and change order documents for ground wire upsizing-Correspondence with Steve (WEC) regarding draft documents and review				
Ferral, Yanay	4/15/2025	.75	140.00	105.00
KWRU B&E:-Correspondence with Simon (WEC) regarding ethernet switch submittal review-Review electrical panel resubmittal and prepare submittal response-Correspondence with Amanda (RC) regarding resubmittal response				
Ferral, Yanay	4/16/2025	2.25	140.00	315.00
KWRU B&E:-Discuss comments regarding PCO & work directive with Steve-Revise PCO & work directive based on Steve's comments-Prepare packages for KWRU-Revise documents based on discussion with Steve				
Ferral, Yanay	4/16/2025	1.00	140.00	140.00
KWRU B&E:-Discussion with Steve (WEC) regarding PCO #1 and Work Directive #1-Correspondence with Greg regarding work directive for ground wire upsize				
Ferral, Yanay	4/17/2025	1.00	140.00	140.00
KWRU B&E:-clarifier scope memo				
Ferral, Yanay	4/18/2025	1.75	140.00	245.00
KWRU B&E:-Revise plans based on clarifier scope addition				
Ferral, Yanay	4/18/2025	1.50	140.00	210.00
KWRU B&E:-Work on clarifier scope memorandum				
Ferral, Yanay	4/21/2025	1.75	140.00	245.00

KWUR B&E:					
-Review of ethernet switch submittal. Correspondence with Simon (WEC) regarding submittal response					
-Begin review of pay app #3 pencil copy. Correspondence with Lori (WEC) regarding review of pay app					
-Discussion with Todd (WEC) regarding confirmation of quantities being proposed					
-Review pay application quantities with Steve and discuss discrepancies					
Ferral, Yanay	4/21/2025	.50	140.00	70.00	
KWRU B&E:-Review clarifier scope addition with Steve (WEC) and revise as needed					
Ferral, Yanay	4/22/2025	5.00	140.00	700.00	
KWRU B&E:-Begin drafting weir box details for clarifier scope addition- Review record drawings for east/west headworks drawings and filter weir box details					
Ferral, Yanay	4/22/2025	1.25	140.00	175.00	
KWRU B&E:-Correspondence with Simon (WEC) regarding Ethernet switch submittal-Prepare submittal response for ethernet switch and forward to Amanda (RC)-Correspondence with Lori (WEC) regarding pay app #3 comments					
Ferral, Yanay	4/23/2025	1.50	140.00	210.00	
KWRU B&E:-Attend progress meeting onsite and walk site with RC & KWRU staff					
Ferral, Yanay	4/23/2025	2.00	140.00	280.00	
KWRU B&E:-Make note of field adjustments for clarifier addition					
Ferral, Yanay	4/24/2025	1.00	140.00	140.00	
KWUR B&E:-Correspondence with Lori (WEC) regarding pay app #3 review-Correspondence with Josh & Amanda (RC) regarding approved pencil copy for pay app #3-Discussion with Steve (WEC) regarding SS pipe conflict					
Ferral, Yanay	4/28/2025	.75	140.00	105.00	
KWRU B&E:-Research air pipe testing requirements					
Ferral, Yanay	4/29/2025	.75	140.00	105.00	
KWRU B&E:-Correspondence with Josh & Amanda (RC) regarding air testing for blower pipes-Correspondence with Amanda & Josh regarding SS air header material					
Ferral, Yanay	4/30/2025	2.25	140.00	315.00	
KWRU B&E:-Review scope for clarifier and revise as needed.-Revise drawings for weir box and piping					
Sainsbury, Simon	4/1/2025	2.25	165.00	371.25	
KWRU - Electrical & Blower Upgrades-Finish review electrical panel submittal- Communication with Yanay (WEC) on status of spreadsheet covering bid update project changes					
Sainsbury, Simon	4/15/2025	.75	165.00	123.75	
KWRU - Electrical & Blower Upgrades-begin review ETHERNET SWITCH submittal- Communication with Yanay (WEC)					
Sainsbury, Simon	4/16/2025	.75	165.00	123.75	
KWRU - Electrical & Blower Upgrades-continue review ETHERNET SWITCH submittal- Communication with Yanay (WEC)					
Sainsbury, Simon	4/17/2025	.75	165.00	123.75	
KWRU - Electrical & Blower Upgrades-finish review ETHERNET SWITCH submittal- Communication with Yanay (WEC)					
Sainsbury, Simon	4/22/2025	.50	165.00	82.50	
KWRU - Electrical & Blower Upgrades-Review ETHERNET SWITCH submittal- Communication with Yanay (WEC)					

Scherber, Todd	4/1/2025	3.00	100.00	300.00
KWRU-Inspection of work-Conduit progress-Documented activities-Updated project files				
Scherber, Todd	4/7/2025	6.00	100.00	600.00
KWRU-Inspection of work-Documented activities-Updated project files				
Scherber, Todd	4/9/2025	6.00	100.00	600.00
KWRU-Inspection of work-Documented activities-Updated project files				
Scherber, Todd	4/11/2025	4.00	100.00	400.00
KWRU-Inspection of work-Scheduled meeting on site-Scheduled meeting canceled-Documented activities-Updated project files				
Scherber, Todd	4/17/2025	4.00	100.00	400.00
KWRU-Generator painting-Inspection of work-Documented activities-Updated project files				
Scherber, Todd	4/21/2025	3.00	100.00	300.00
KWRU - Electrical and Blower Updates-Inspection of work performed-Documented activities-Uploaded project files				
-Stainless Steel blower pipe has been delivered to site.-General clean up of work area from demo of old equipment and deliveries.				
Scherber, Todd	4/22/2025	1.50	100.00	150.00
KWRU Blower and Electrical - Inspection of work performed-Documented activities- updated project files				
Scherber, Todd	4/23/2025	5.00	100.00	500.00
KWRU Blower and Electrical- Inspection of work performed-Documented activities- Updated project files				
Scherber, Todd	4/25/2025	5.00	100.00	500.00
KWRU Blower and Electrical - Inspection of work performed-Documented activities - Updated project files - Stainless Steel pipe assembly and support continues				
Scherber, Todd	4/28/2025	1.50	100.00	150.00
KWRU- Inspection of work performed-Documented activities-Uploaded project files				
Scherber, Todd	4/30/2025	2.00	100.00	200.00
KWRU-Inspection of work performed-Document activities -Updated project files -Continued installation of 6" Stainless Steel blower pipe and valves.				
Suggs, Stephen	4/1/2025	1.00	165.00	165.00
KWRU Blower Upgrades:- Review of submittal info- Correspondence with Contractor about projectschedule				
Suggs, Stephen	4/2/2025	1.00	165.00	165.00
KWRU Blower Upgrades:- Discussed clarifier work with WEC Staff- Putting together Clarifier scope.				
Suggs, Stephen	4/3/2025	1.50	165.00	247.50
KWRU Blower Upgrades:- Correspondence with Contractor about scope.- Putting together Clarifier scope.				
Suggs, Stephen	4/4/2025	2.00	165.00	330.00
KWRU Blower Upgrades:- Working on deductive CO- Putting together Clarifier scope.				
Suggs, Stephen	4/14/2025	1.00	165.00	165.00
KWRU Blower and Electrical Upgrades:- Review of inspection reports.- Review of change order items and deducts.				
Suggs, Stephen	4/18/2025	1.00	165.00	165.00
KWRU Blower and Electrical Upgrades:- Review of submittals- Review of inspection reports and work performed- Correspondence with Reynolds				
Suggs, Stephen	4/22/2025	1.50	165.00	247.50

KWRU Blower & Electrical Upgrades:- Review of submittals- Finalized
clarifier scope for review at meeting

Suggs, Stephen	4/23/2025	2.50	165.00	412.50
----------------	-----------	------	--------	--------

KWRU Blower & Electrical Upgrades:- Attended progress meeting-
Review of work performed-Review of inspection reports-
Correspondence with Contractor about air pipe.

Totals		100.50		12,892.50
--------	--	--------	--	-----------

Total Labor				12,892.50
--------------------	--	--	--	------------------

Total this Task	\$12,892.50
------------------------	--------------------

Total this Invoice	\$12,892.50
---------------------------	--------------------

Billings to Date

	Current	Prior	Total	Received	AR Balance
Fee	0.00	52,642.50	52,642.50		
Labor	12,892.50	0.00	12,892.50		
Totals	12,892.50	52,642.50	65,535.00	52,642.50	12,892.50

Any questions regarding this Invoice, please reach out to Keri.Lowe@apexcos.com

Invoice

Invoice Date: Jan 6, 2025

Invoice Num: 53495

Billing Through: Dec 31, 2024

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/2/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Combine contract with fully executed page provided by Greg	0.25	\$100.00	\$25.00
12/2/2024	Yanay Ferral	Contract:Design KWRU Blower & Electric Upgrades: -Review latest version of plans and print check set for comments -Review printed set and make comments where revisions are needed -Revise CADD and Plant 3D sheets as needed	4.75	\$100.00	\$475.00
12/2/2024	Steve Suggs	Contract:Document KWRU Blower & Electrical Upgrades: - Correspondence with KWRU and WEC staff about pre-con etc..	0.50	\$165.00	\$82.50
12/3/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Continue revising plans towards conformed set -Discussion with Steve on plan revisions -Revise plans based on Steves comments	3.75	\$100.00	\$375.00
12/3/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Prepare NTP for Greg to sign -Correspondence with Greg regarding NTP	0.25	\$100.00	\$25.00
12/3/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Made markup of plans for conformed set.	1.00	\$165.00	\$165.00
12/4/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Continue working on conformed plans	6.75	\$100.00	\$675.00
12/4/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Greg regarding NTP and pre-con meeting -Correspondence with Eric (MTS) regarding blower purchase update -Review executed blower proposal for reference on purchase updates -Correspondence with Amanda (RC) regarding executed contract and NTP, and pre-con meeting	0.50	\$100.00	\$50.00
12/4/2024	Simon Sainsbury	Contract:Document Kwru- Electrical Blower upgrades Review electrical submittals	3.50	\$165.00	\$577.50

Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Jan 6, 2025

Invoice Num: 53495

Billing Through: Dec 31, 2024

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/4/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Correspondence with Contractor about Pre-con	0.50	\$165.00	\$82.50
12/5/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Amanda (RC) regarding pre-con meeting and submittals -Correspondence with Greg regarding pre-con meeting -Correspondence with George Graves (Kaeser) regarding blower delivery and coordination	1.25	\$100.00	\$125.00
12/5/2024	Yanay Ferral	Contract:Design KWRU Blower: -Continue working on plans -Review plans with Steve	3.00	\$100.00	\$300.00
12/5/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Begin working on conformed sets for technical specifications and front end documents	3.75	\$100.00	\$375.00
12/5/2024	Simon Sainsbury	Contract:Document Kwru- Electrical Blower upgrades Review electrical submittals	2.25	\$165.00	\$371.25
12/5/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of conformed set and made comments for adjustments	1.00	\$165.00	\$165.00
12/6/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Simon (WEC) regarding electrical submittals -Review electrical submittals for approval	0.75	\$100.00	\$75.00
12/6/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Continue working on plans	2.25	\$100.00	\$225.00
12/6/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Begin working on conformed sets for technical specifications and front end documents	1.25	\$100.00	\$125.00
12/6/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Discussed submittals received with WEC staff - Discussed conformed tech specs and revisions needed.	1.00	\$165.00	\$165.00

Invoice

Invoice Date: Jan 6, 2025

Invoice Num: 53495

Billing Through: Dec 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/9/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Revise electrical submittals reviewed by Simon (WEC) -Review concrete mix design submittals with Steve -Prepare submittal response forms for all submittals -Correspondence with Amanda (RC) regarding submittals	3.50	\$100.00	\$350.00
12/9/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of submittals	1.00	\$165.00	\$165.00
12/13/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical: -Correspondence with Greg regarding conformed documents -Correspondence with Lori (WEC) regarding lien releases -Correspondence with Amanda (RC) regarding Notice to owner	0.50	\$100.00	\$50.00
12/13/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Continue revising plans and tech specs	0.25	\$100.00	\$25.00
12/13/2024	Lori Farthing	Contract:Document KWRU Electrical & Blower Upgrades-correspondence w/Yanay regarding lien release & NTO received for project.	0.25	\$160.00	\$40.00
12/13/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of conformed plans and made comments for adjustments.	1.00	\$165.00	\$165.00
12/16/2024	Lori Farthing	Contract:Document KWRU Electrical & Blower Upgrades-correspondence w/Yanay and Reynold's regarding lien release & NTO received for project.	0.25	\$160.00	\$40.00
12/16/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Lori (WEC) regarding NTO and how to proceed	0.50	\$100.00	\$50.00
12/16/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revise plant 3d model to include concrete slabs for pipe supports. revise plans accordingly -Review plans with Steve and discuss necessary revisions	3.50	\$100.00	\$350.00
12/17/2024	Yanay Ferral	Contract:Design	4.50	\$100.00	\$450.00

Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Jan 6, 2025

Invoice Num: 53495

Billing Through: Dec 31, 2024

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Blower & Electrical Upgrades: -Revise plant 3d model as needed for finalized plans -Revise CADD plants as needed for finalized version -publish full plan set for Steve to review -Review published set with Steve and make note of what needs to be changes			
12/17/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Revise tech specs and bid documents as needed for conformed sets	3.00	\$100.00	\$300.00
12/18/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades -Revise plans based on Steves comments and finalize conformed plan set	3.00	\$100.00	\$300.00
12/18/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Create task in Asana for Steve to review conformed plans and upload pdf -Create task in Asana for Steve to review conformed tech specs and upload pdf	0.50	\$100.00	\$50.00
12/18/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Finalize tech specs and contract documents -Prepare pre-con meeting agenda and sign in sheet -Print necessary documents for pre-con meeting	3.25	\$100.00	\$325.00
12/18/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Reviewing conformed set - Reviewing conformed tech specs - Discussed pre-con meeting with WEC staff.	3.00	\$165.00	\$495.00
12/19/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades -Prepare necessary documents and printouts for pre-con meeting -Scan and file pre-con meeting notes/recording -Begin reviewing SOV submittal -Correspondence with Lori (WEC) regarding SOV submittal -Correspondence with Reynolds and KWRU regarding conformed documents/drawings	3.00	\$100.00	\$300.00
12/19/2024	Yanay Ferral	Contract:Meeting KWRU Blower & Electrical: -Pre-con meeting and site walk	1.75	\$100.00	\$175.00
12/19/2024	Todd Scherber	Contract:Meeting	2.00	\$100.00	\$200.00

Invoice

Invoice Date: Jan 6, 2025

Invoice Num: 53495

Billing Through: Dec 31, 2024

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/19/2024	Simon Sainsbury	Precon meeting Precon pictures Contract:Meeting	2.75	\$165.00	\$453.75
		KWRU electrical Blower Upgrade - Pre con meeting preparation and review of documents - pre con meeting holding time			
12/19/2024	Steve Suggs	Contract:Document KWUR Blower Upgrades: - Prep for precon meeting, review agenda, sign and sealed conformed sets etc -Attended Precon meeting	3.00	\$165.00	\$495.00
12/20/2024	Lori Farthing	Contract:Document KWRU Electrical & Blower Upgrades-performing review of the SOV submittal vs the bid for Reynold's for the project & saved in dropbox & sent to staff for review.	1.25	\$160.00	\$200.00
12/20/2024	Yanay Ferral	Contract:Document KWRU B&E Upgrades: -Prepare meeting minutes for pre-con -Correspondence with all parties regarding meeting minutes from pre-con -Review SOV submittal and forward to Amanda -Correspondence with Amanda (RC) regarding rejected submittal	4.00	\$100.00	\$400.00
12/20/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revise platform extension drawing to show revised rebar design	1.25	\$100.00	\$125.00
12/20/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of project SOV and made comments for adjustments	0.75	\$165.00	\$123.75
12/23/2024	Lori Farthing	Contract:Document KWRU Electrical & Blower Upgrades-Received final review from Yanay of SOV & saved on computer for reference.	0.25	\$160.00	\$40.00
12/26/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Review revised SOV submittal -Correspondence with Lori (WEC) regarding revised submittal -Approve SOV submittal and forward to Amanda (RC)	1.75	\$100.00	\$175.00
12/26/2024	Lori Farthing	Contract:Document	0.75	\$160.00	\$120.00

Invoice

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice Date: Jan 6, 2025

Invoice Num: 53495

Billing Through: Dec 31, 2024

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/27/2024	Yanay Ferral	KWRU Electrical & Blower Project-performing review of revised SOV submittal from Reynold's & correspondence w/Yanay regarding review & approval of the revised submittal. Contract:Admin KWRU B&E Upgrades: -Review received RFI from Reynolds and file in Dropbox	0.50	\$100.00	\$50.00

Total Service Amount: \$10,471.25

Amount Due This Invoice: \$10,471.25

This invoice is due on 1/6/2025

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$26,373.75	\$0.00	53424	12/13/2024	\$2,438.75	\$2,438.75	\$0.00

Total Amount Due Including This Invoice: \$10,471.25

PAYABLE UPON RECEIPT

Invoice

Invoice Date: Feb 6, 2025

Invoice Num: 53604

Billing Through: Jan 31, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/3/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Review submittal log transmittal received from Amanda (RC) -Correspondence with Amanda regarding rejected submittal log -Review rebar submittal received from Amanda	2.00	\$100.00	\$200.00
1/6/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Review RFI from Reynolds regarding platform subbase with Steve -Review rebar submittal with Steve	0.50	\$100.00	\$50.00
1/7/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Prepare response for RFI #1 and forward to Amanda (RC) -Review revised submittal log submittal and approve as noted -Review hurricane preparedness submittal and approve -Review rebar submittal and reject/resubmit based on Steves (WEC) comments -Correspondence with Amanda (RC) regarding reviewed submittals -Correspondence with Lori (WEC) regarding pay app #1 and initial CPM review -Mark up pay app #1 for Lori's review	3.50	\$100.00	\$350.00
1/7/2025	Lori Farthing	Contract:Document KWRU Electric & Blower Project-performing review of pay app #1 pencil copy & correspondence w/Yanay & saving review in dropbox. Received insurance doc from Yanay & revised markup of pay app & reviewed it to finalize comments . further correspondence w/Yanay regarding projected pay app	1.50	\$160.00	\$240.00
1/8/2025	Yanay Ferral	Contract:Admin KWRU B/E: -Revise comments on pay application based on discussion with Lori (WEC) -Correspondence with Lori regarding revised comments for review -Begin review of CPM schedule submittal -Review pay application with Steve and revise as needed -Review CPM Schedule with Steve and mark up as needed	3.00	\$100.00	\$300.00

Invoice

Invoice Date: Feb 6, 2025

Invoice Num: 53604

Billing Through: Jan 31, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/8/2025	Steve Suggs	Contract:Document KWRU Blower & Electrical Upgrades: - Review of submittals - Review of SOV - Review of RFI	2.00	\$165.00	\$330.00
1/9/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Review invoice for blowers and compare to Kaeser terms and conditions and executed proposal -Correspondence with Tom Saylopr (Kaeser) regarding received invoice and questions -Prepare submittal response for CPM schedule and forward to Amanda (RC) -Review resubmitted rebar submittal. Prepare submittal response and forward to Amanda (RC)	2.25	\$100.00	\$225.00
1/10/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Begin review of submittal for pre-con videos and pictures -Correspondence with Greg and Amanda (RC) regarding mobilization date -Discuss pre-con videos and photos with Steve -Prepare submittal response form	2.00	\$100.00	\$200.00
1/13/2025	Todd Scherber	Contract:Document KWRU - -First mobilization -Inspection of work performed -Documented activities -Updated project files	6.00	\$100.00	\$600.00
1/13/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Finalize submittal response form for pre-con videos/pictures -Correspondence with Amanda (RC) regarding submittal response for pre-con videos and pictures -Correspondence with Todd (WEC) regarding inspection of mobilization -File and briefly review received submittals from Reynolds	0.75	\$100.00	\$75.00
1/13/2025	Steve Suggs	Contract:Document KWRU Blower & Electrical Upgrades: - Review of submittals - Review of SOV resubmitted	1.50	\$165.00	\$247.50
1/15/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades:	0.50	\$165.00	\$82.50

Invoice

Invoice Date: Feb 6, 2025

Invoice Num: 53604

Billing Through: Jan 31, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/16/2025	Yanay Ferral	- Correspondence with Contractor about schedule Contract:Admin KWRU B/E Upgrades: -Begin review of received submittals from Reynolds -Research limerock base requirements and compare to product data -Research structural base requirements -Research ASTM and ACI requirements for several product reviews -Review submittals with Steve (WEC) -Correspondence with Amanda (RC) regarding reviewed submittals	6.75	\$100.00	\$675.00
1/16/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Correspondence with Contractor about formwork and excavation - Review of submittals	2.50	\$165.00	\$412.50
1/17/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	3.50	\$100.00	\$350.00
1/17/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Begin reviewing revised submittal for pre-construction photos and videos	0.50	\$100.00	\$50.00
1/20/2025	Yanay Ferral	Contract:Admin KWRU B&E Upgrades: -Review received resubmittals and new submittals -Correspondence with Amanda (RC) regarding epoxy resubmittal and status of other items	1.75	\$100.00	\$175.00
1/20/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	5.00	\$100.00	\$500.00
1/21/2025	Lori Farthing	Contract:Document KWRU Electrical & Blower Upgrades Project-correspondence w/Yanay regarding revised pay app 1 review & performing final review & signing it & recommendation of payment to KWRU.	0.50	\$160.00	\$80.00
1/21/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed	5.00	\$100.00	\$500.00

Invoice

Invoice Date: Feb 6, 2025

Invoice Num: 53604

Billing Through: Jan 31, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/21/2025	Yanay Ferral	-Documented activities -Updated project files Contract:Admin KWRU Blower & Electrical Upgrades: -Prepare submittal response form for the pre-con videos/pics submittal. -Correspondence with Amanda (RC) regarding approved submittal -Review revised pay application #1 from Reynolds. Correspondence with Lori (WEC) regarding approval -Correspondence with Greg regarding approved pay application	1.75	\$100.00	\$175.00
1/21/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of submittal	1.00	\$165.00	\$165.00
1/22/2025	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Amanda (RC) and Todd (WEC) regarding progress meeting -Continue reviewing conduit routing submittal	0.50	\$100.00	\$50.00
1/22/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of inspection reports	1.00	\$165.00	\$165.00
1/23/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	2.50	\$100.00	\$250.00
1/23/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Discussed field conditions and progress with WEC inspector	1.00	\$165.00	\$165.00
1/24/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Concrete pour -Documented activities -Updated project files	2.50	\$100.00	\$250.00
1/24/2025	Yanay Ferral	Contract:Admin KWRU B&E Upgrades: -Prepare submittal response for blower conduit routing plan -Correspondence with Amanda (RC) regarding approved routing submittal	2.00	\$100.00	\$200.00

Invoice

Invoice Date: Feb 6, 2025

Invoice Num: 53604

Billing Through: Jan 31, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Review density test results submittal and Research density testing requirements per AASHTO & ASTM for standard proctor -Prepare submittal response for density testing results -Correspondence with Amanda (RC) regarding approved density testing submittal -Begin reviewing air header pipe submittal			
1/24/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Correspondence with Reynolds and KWRU staff about schedule	0.75	\$165.00	\$123.75
1/27/2025	Todd Scherber	Contract:Meeting KWRU -Inspection of work performed -Documented activities -Updated project files	2.00	\$100.00	\$200.00
1/27/2025	Yanay Ferral	Contract:Admin KWRU B/E Upgrades: -Research part # listed in plans for proposed expansion bellows and confirm with Amanda (RC) the correct manufacturer -Review submittals for the SS air header and platform coatings -Prepare submittal responses for SS air header and platform coatings -Correspondence with Amanda (RC) regarding reviewed submittals	2.00	\$100.00	\$200.00
1/27/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Submittal review	1.00	\$165.00	\$165.00
1/28/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Submittal review	1.00	\$165.00	\$165.00
1/29/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	5.00	\$100.00	\$500.00
1/30/2025	Lori Farthing	Contract:Document KWRU Elec & Blower Project-correspondence w/Greg & Yanay regarding NTO for the project & notifying Reynolds of the NTO & saving in dropbox.	0.50	\$160.00	\$80.00
1/31/2025	Lori Farthing	Contract:Document KWRU Elec & Blower Project-correspondence w/Yanay	0.25	\$160.00	\$40.00

Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Feb 6, 2025

Invoice Num: 53604

Billing Through: Jan 31, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/31/2025	Yanay Ferral	regarding NTO for the project & notifying Reynolds of Sunbelt NTO Contract:Admin KWUR B&E: -Correspondence with Tom Saylor (Kaeser) regarding blower payment and delivery -Correspondence with Greg regarding blower payment	0.25	\$100.00	\$25.00
1/31/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	3.00	\$100.00	\$300.00

Total Service Amount: **\$8,861.25**

Amount Due This Invoice: **\$8,861.25**

This invoice is due on 2/6/2025

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$35,235.00	\$0.00	53495	1/6/2025	\$10,471.25	\$10,471.25	\$0.00

Total Amount Due Including This Invoice: **\$8,861.25**

PAYABLE UPON RECEIPT

From: greg@kwru.com
To: accountant@kwru.com
Subject: RE: New Invoices
Date: Thursday, February 13, 2025 1:47:50 PM

Olga,

These are approved

Thank you,
Greg

From: accountant@kwru.com <accountant@kwru.com>
Sent: Thursday, February 13, 2025 12:54 PM
To: 'greg wright' <greg@kwru.com>
Subject: FW: New Invoices

Greg,

Would you please approve the invoices?

Thank you,
Olga

From: Keri Oliveira <keri@weilerengineering.org>
Sent: Thursday, February 6, 2025 1:57 PM
To: greg@kwru.com; Olga Vera <accountant@kwru.com>
Subject: New Invoices

Good afternoon,

Please see the latest invoice's for review and payment

Thank you,

Keri Lowe

Corporate Bookkeeper

The Weiler Engineering Corp an Apex Company

201 W. Marion Ave, Suite 1306

Punta Gorda, FL 33950

941-646-8600 – DIRECT

941-505-1700 x 202 Phone

941-505-1702 Fax

**** We now accept all major credit cards and ACH payments through a secure online portal (Does NOT allow to Gmail Accounts) ****



Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Mar 7, 2025

Invoice Num: 53719

Billing Through: Feb 28, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/3/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	4.00	\$100.00	\$400.00
2/4/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review received NTO from Skyline Steel -Correspondence with Amanda (RC) regarding NTO and required partial lien release	0.25	\$100.00	\$25.00
2/4/2025	Lori Farthing	Contract:Document KWRU Blower & Electrical Upgrades Project-correspondence w/staff & Greg regarding NTO for Skyline Steel & Sunbelt & saving in dropbox & reviewing NTOs. NTO also sent to Reynolds for their records.	0.50	\$160.00	\$80.00
2/5/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	1.50	\$100.00	\$150.00
2/5/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Correspondence with Reynolds - Discussed field conditions with WEC inspector	1.00	\$165.00	\$165.00
2/6/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	2.00	\$100.00	\$200.00
2/6/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of schedule, correspondence with Reynolds	1.00	\$165.00	\$165.00
2/7/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Correspondence with Reynolds - Discussed field conditions with WEC inspector - Review of inspection reports	2.00	\$165.00	\$330.00
2/10/2025	Todd Scherber	Contract:Document KWRU35 Blower -Inspection of work performed -Documented activities -Updated project files	2.50	\$100.00	\$250.00
2/11/2025	Steve Suggs	Contract:Document	0.75	\$165.00	\$123.75

Invoice

Invoice Date: Mar 7, 2025

Invoice Num: 53719

Billing Through: Feb 28, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Blower Upgrades: - Correspondence with Contractor about schedule and submittals.			
2/12/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Submittal review - Correspondence with Contractor about project	1.00	\$165.00	\$165.00
2/13/2025	Todd Scherber	Contract:Document KWRU -Inspection of work performed -Documented activities -Updated project files	2.50	\$100.00	\$250.00
2/13/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Submittal review	1.00	\$165.00	\$165.00
2/14/2025	Yanay Ferral	Contract:Admin KWRU B/E: -begin reviewing submittals -Correspondence with Amanda (RC) regarding submittals	1.00	\$100.00	\$100.00
2/17/2025	Yanay Ferral	Contract:Admin KWRU B&E Upgrades: -Review several submittals for electrical panels, SS fittings, butterfly valves, SPDs, expansion bellows, and other electrical materials -Research standards & requirements for butterfly valves and electrical panels -Review conformed plans to confirm specifications provided in submittals -Correspondence with Amanda (RC) regarding SPD submittal question -Correspondence with Amanda (RC) with reviewed submittals	4.75	\$100.00	\$475.00
2/17/2025	Todd Scherber	Contract:Document KWRU- -Inspection of work performed -Forming pads -Documented activities -Updated project files	3.00	\$100.00	\$300.00
2/17/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of WEC inspection reports and discussed project status with WEC inspector. - Correspondence with Contractor about project	2.00	\$165.00	\$330.00

Invoice

Invoice Date: Mar 7, 2025

Invoice Num: 53719

Billing Through: Feb 28, 2025

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/18/2025	Yanay Ferral	Contract:Admin KWRU B&E Upgrades: -Finalize review of SPD submittal and provide comments -Review SPD submittal with Steve (WEC) -Review butterfly valve submittal with Steve (WEC) -Correspondence with Amanda (RC) regarding reviewed SPD submittal -Review inspection reports for past 2 weeks and compare to quantities from pay app #2	2.25	\$100.00	\$225.00
2/19/2025	Lori Farthing	Contract:Document KWRU Electrical & Blower Upgrades-performing review of pencil copy of pay app #2 & correspondence w/Yanay regarding review & approval for the math. saving review in dropbox.	0.75	\$160.00	\$120.00
2/20/2025	Lori Farthing	Contract:Document KWRU Elec & Blower Project-correspondence w/Yanay & Amanda regarding pay app submittal w/supporting docs.	0.25	\$160.00	\$40.00
2/20/2025	Yanay Ferral	Contract:Admin KWRU B&E Upgrades: -Review approved pencil copy of pay application 2 -Correspondence with Amanda (RC) regarding approved pencil copy and necessary documents needed for full approval -Prepare contractor redlines cad file for project and forward to Amanda for their use	1.00	\$100.00	\$100.00
2/20/2025	Todd Scherber	Contract:Document KWRU -Inspection of work performed -Prepping for concrete pour -Documented activities -Updated project files	3.00	\$100.00	\$300.00
2/21/2025	Todd Scherber	Contract:Document KWRU -Inspection of work performed -Concrete pads poured -Documented activities -Updated project files	6.00	\$100.00	\$600.00
2/26/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Correspondence with Amanda (RC) and Steve (WEC) regarding rescheduling of todays progress meeting	0.25	\$100.00	\$25.00
2/26/2025	Todd Scherber	Contract:Document	3.00	\$100.00	\$300.00

Invoice

Invoice Date: Mar 7, 2025

Invoice Num: 53719

Billing Through: Feb 28, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU -Inspection of work performed -Concrete pads removed forms -Documented activities -Updated project files			
2/27/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Briefly review submittals from Reynolds	0.50	\$100.00	\$50.00
2/27/2025	Lori Farthing	Contract:Document KW Resort Utilities Pay App #2-performing review of the PROL's and pay app 2 notarized version & adding comments to docs & saving in dropbox. correspondence w/Yanay regarding CPM schedule review & need for redlines. confirming quantities approval. correspondence w/Greg regarding NTO's for job.	1.50	\$160.00	\$240.00
2/27/2025	Steve Suggs	Contract:Document KWRU Blower & electrical Upgrade: - Review of submittals - Review of paypp	2.00	\$165.00	\$330.00
2/28/2025	Lori Farthing	Contract:Document KWRU Elec & Blower Upgrades Project-correspondence w/Yanay regarding redlines review & saving redlines in dropbox folder for review. also discussing markup of lien releases & pay app to be returned to Amanda.	0.50	\$160.00	\$80.00
2/28/2025	Todd Scherber	Contract:Document KWRU -Inspection of work performed -Production meeting -Documented activities -Updated project files	3.00	\$100.00	\$300.00
2/28/2025	Yanay Ferral	Contract:Meeting KWRU B&E Upgrades: -Progress meeting & site visit	1.75	\$100.00	\$175.00
2/28/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review inspection reports form last week to prep for progress meeting -Review comments made by Lori (WEC) on pay app #2 and lien releases -Correspondence with Amanda (RC) regarding documentation for pay application -Review updated redlines and CPM schedule for pay app #2	2.50	\$100.00	\$250.00

Invoice

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice Date: Mar 7, 2025

Invoice Num: 53719

Billing Through: Feb 28, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/28/2025	Steve Suggs	Contract:Document KWRU Blower and Electrical Upgrades: - Attended progress meeting at KWRU - Review of work accomplished at site.	1.75	\$165.00	\$288.75

Total Service Amount: \$7,097.50

Amount Due This Invoice: \$7,097.50

This invoice is due on 3/7/2025

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$42,332.50	\$0.00	53604	2/6/2025	\$8,861.25	\$8,861.25	\$0.00

Total Amount Due Including This Invoice: \$7,097.50

PAYABLE UPON RECEIPT

Invoice

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/3/2025	Lori Farthing	Contract:Document KWRU Blower & Electrical Project-correspondence w/Yanay regarding schedule review. Performing review of redlines and sending to Yanay for comment.	0.75	\$160.00	\$120.00
3/3/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Documented activities -Updated project files	2.00	\$100.00	\$200.00
3/4/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review submitted redlines and make comments as needed per Lori's (WEC) suggestions -Correspondence with Amanda (RC) regarding comments on pay app #2, redlines and NTO waivers -Review received RFI #2 from Amanda and discuss with Steve (WEC) on how to respond	2.00	\$100.00	\$200.00
3/4/2025	Lori Farthing	Contract:Document KWRU Blower & Electrical Upgrades-correspondence w/staff regarding redlines & schedule review. saving final review docs in dropbox.	0.25	\$160.00	\$40.00
3/4/2025	Steve Suggs	Contract:Document KWRU Electrical & Blower Upgrades: - Review of submittals - Correspondence with KWRU about CO and SCADA.	1.50	\$165.00	\$247.50
3/5/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Clarifier pipe -Documented activities -Updated project files	3.50	\$100.00	\$350.00
3/5/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review bolts/nuts/gaskets submittal and prepare response -Correspondence with Amanda (RC) regarding submittal response -Begin reviewing I&C package submittal and conduit routing plan	1.75	\$100.00	\$175.00
3/5/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Review of submittals	1.00	\$165.00	\$165.00
3/6/2025	Lori Farthing	Contract:Document KW Resort B&E Upgrades-correspondence w/Greg &	1.00	\$160.00	\$160.00

Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/6/2025	Yanay Ferral	Yanay & performing final review of pay app 2 & lien releases & recommending payment at this time. Saving final files in dropbox. Contract:Admin KWRU B&E: -Correspondence with Amanda (RC) regarding NTO from Core & Main -Review revised NTO, redlines and pay app #2 -Correspondence with Amanda regarding payment recommendation to KWRU -Research ACI requirements/procedures for coring through concrete structures and rebar encounter. -Prepare RFI responses	2.50	\$100.00	\$250.00
3/6/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Clarifier pipe -Documented activities -Updated project files	2.00	\$100.00	\$200.00
3/6/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Continued review of reuse pump panel submittal	1.00	\$165.00	\$165.00
3/7/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Revise RFI #2 response based on Steve's (WEC) comments. -Correspondence with Amanda (RC) regarding RFI #2 and #3 responses -Begin reviewing I&C package submittal from Reynolds. Correspondence with Simon (WEC) regarding help with I&C package review	2.25	\$100.00	\$225.00
3/7/2025	Simon Sainsbury	Contract:Admin KWRU B&E: -Correspondence with Yanay (WEC) regarding help with I&C package review -Begin reviewing I&C package submittal from Reynolds.	2.25	\$165.00	\$371.25
3/7/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Continued review of reuse pump panel submittal - Discussed progress with inspector	1.50	\$165.00	\$247.50
3/10/2025	Yanay Ferral	Contract:Admin	1.00	\$100.00	\$100.00

Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU B&E: -Briefly review Simons (WEC) comments on I&C package and discuss with Steve (WEC) -Review main power service site plan submittal with Steve -Research information regarding existing electrical panels/disconnects			
3/10/2025	Simon Sainsbury	Contract:Admin KWRU B&E: -Correspondence with Yanay (WEC) regarding status on and help with details for I&C package review -Continue reviewing I&C package submittal from Reynolds.	3.75	\$165.00	\$618.75
3/11/2025	Lori Farthing	Contract:Document KWRU B&E Upgrades Project-received another NTO from Greg and saving in dropbox & correspondence w/Yanay to send to Reynolds. creating spreadsheet for the NTOs & saved in dropbox.	0.50	\$160.00	\$80.00
3/11/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Correspondence with Amanda (RC) regarding new NTO and fully approved Pay App #2	0.25	\$100.00	\$25.00
3/11/2025	Todd Scherber	Contract:Document KWRU- -Inspection of work -Documented activities -Updated project files	1.50	\$100.00	\$150.00
3/11/2025	Simon Sainsbury	Contract:Admin KWRU B&E: -Correspondence with Yanay (WEC) regarding status on I&C package review -Continue reviewing I&C package submittal from Reynolds.	4.00	\$165.00	\$660.00
3/11/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Continued review of reuse pump panel submittal - Correspondence with KWRU about project	1.00	\$165.00	\$165.00
3/12/2025	Simon Sainsbury	Contract:Admin	2.50	\$165.00	\$412.50

Invoice

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU B&E: -Correspondence with Yanay (WEC) regarding status on I&C package review -Finished reviewing I&C package submittal from Reynolds.			
3/13/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review Simon's (WEC) comments on I&C package submittal. Correspondence with Simon regarding questions/comments -Review submittals provided by Reynolds and prepare submittal responses -Correspondence with Amanda (RC) regarding response to pipe routing submittal and conduit routing submittal	2.00	\$100.00	\$200.00
3/13/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Conduit -Documented activities -Updated project files	2.50	\$100.00	\$250.00
3/14/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review pipe support submittal -Research pipe support requirements per tech specs -Correspondence with Amanda (RC) regarding reviewed submittal and site visit with Nearshore	1.25	\$100.00	\$125.00
3/17/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review progress meeting minutes submittal and compare notes. Prepare submittal response	0.75	\$100.00	\$75.00
3/17/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Documented activities -Updated project files	1.50	\$100.00	\$150.00
3/19/2025	Steve Suggs	Contract:Meeting KWRU Blower & electrical Upgrades: - Review of submittals for I&C - Correspondence with KWRU staff.	1.00	\$165.00	\$165.00
3/20/2025	Todd Scherber	Contract:Document KWRU -Inspection of work	2.00	\$100.00	\$200.00



The Weiler Engineering Corp.

201 W Marion Ave, Ste 1306,
PUNTA GORDA, FL 33950
Tel: 941-505-1700
keri@weilerengineering.org
www.weilerengineering.org

Invoice

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Production meeting -Documented activities -Updated project files			
3/20/2025	Yanay Ferral	Contract:Meeting KWRU B&E: -Progress meeting and site walk with Nearshore	1.00	\$100.00	\$100.00
3/20/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review meeting notes and make note of what to provide Amanda (RC) regarding CO	0.75	\$100.00	\$75.00
3/20/2025	Steve Suggs	Contract:Meeting KWRU Blower & Electrical Upgrades: - Prep for progress meeting - Attended progress meeting - Review of blower tax issue on invoice. - Site walk with Nearshore to discuss electrical routing.	2.50	\$165.00	\$412.50
3/21/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Correspondence with Amanda (RC) regarding summary of CO #1 items -Prepare submittal response for I&C Submittal package	0.75	\$100.00	\$75.00
3/24/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Documented activities -Updated project files	2.00	\$100.00	\$200.00
3/24/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Prepare submittal responses for I&C and conduit routing plan. Correspondence with Amanda (RC) regarding submittals -Correspondence with Steve (WEC) regarding invoice for Kaeser blowers -Mark up kaeser blowers to show corrected tax/total amounts and forward to Greg (KWRU) for review -Begin review of electrical panel resubmittal	2.50	\$100.00	\$250.00
3/25/2025	Simon Sainsbury	Contract:Admin KWRU - Electrical & Blower Upgrades -Begin review electrical panel submittal	1.25	\$165.00	\$206.25
3/25/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Review electrical panel resubmittal and research 100% rated panel descriptions	2.00	\$100.00	\$200.00



The Weiler Engineering Corp.

201 W Marion Ave, Ste 1306,
PUNTA GORDA, FL 33950
Tel: 941-505-1700
keri@weilerengineering.org
www.weilerengineering.org

Invoice

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Correspondence with Simon (WEC) regarding electrical panel submittal review -Review revised pipe routing for blower manifold and prepare submittal response			
3/26/2025	Yanay Ferral	Contract:Admin kwr u b&e: -begin preparing spreadsheet with summary of addenda items	0.75	\$100.00	\$75.00
3/26/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Documented activities -Updated project files	3.00	\$100.00	\$300.00
3/26/2025	Simon Sainsbury	Contract:Admin KWRU - Electrical & Blower Upgrades -Continue review electrical panel submittal - Communication with Yanay (WEC) on status of spreadsheet covering bid update project changes	1.75	\$165.00	\$288.75
3/27/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Prepare spreadsheet with addenda changes, additions, & questions	2.50	\$100.00	\$250.00
3/27/2025	Todd Scherber	Contract:Document KWRU -Inspection of work -Trench backfill -Documented activities -Updated project files	3.00	\$100.00	\$300.00
3/27/2025	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Working on changes too scope - Discussed Instrumentation submittal - Review of one line diagrams.	2.50	\$165.00	\$412.50
3/28/2025	Yanay Ferral	Contract:Admin KWRU B&E: -Continue making spreadsheet with addenda items -Correspondence with Simon (WEC) regarding addenda summary spreadsheet	1.75	\$100.00	\$175.00
3/28/2025	Simon Sainsbury	Contract:Admin KWRU - Electrical & Blower Upgrades -Continue review electrical panel submittal - Communication with Yanay (WEC) on status of spreadsheet covering bid update project changes	1.50	\$165.00	\$247.50



The Weiler Engineering Corp.

201 W Marion Ave, Ste 1306,
PUNTA GORDA, FL 33950
Tel: 941-505-1700
keri@weilerengineering.org
www.weilerengineering.org

Invoice

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice Date: Apr 8, 2025

Invoice Num: 53801

Billing Through: Mar 31, 2025

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/31/2025	Yanay Ferral	Contract:Document KWRU B&E: -Prepare CO scope memorandum	2.50	\$100.00	\$250.00

Total Service Amount: \$10,310.00

Amount Due This Invoice: \$10,310.00

This invoice is due on 4/8/2025

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$52,642.50	\$0.00	53719	3/7/2025	\$7,097.50	\$8,861.25	\$7,097.50

Total Amount Due Including This Invoice: \$17,407.50

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Apr 3, 2024

Invoice Num: 52595

Billing Through: Mar 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/1/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Updating CAD with blower information, existing P&ID, and general notes -Begin setting up CAD for electrical upgrades	6.50	\$100.00	\$650.00
3/1/2024	Yanay Ferral	Contract:Admin KWRU Electrical Upgrades: -Correspondence with Amy about reference plan set for electrical upgrades -Review COM Power Conditioning plan set and WEC SOP Manual as reference for Electrical Upgrades plan set	1.50	\$100.00	\$150.00
3/4/2024	Yanay Ferral	Contract:Design KWRU Electrical & Blower Upgrades: -Continue working on blower plans. Add in structural and electrical notes, add in handrail details, update formatting, update key sheet -Continue formatting electrical plans. Update key sheet, copy over KWRU record plans into CAD file, copy over general notes from COM Power Conditioning	5.25	\$100.00	\$525.00
3/4/2024	Yanay Ferral	Contract:Admin KWRU Electrical & Blower Upgrades: -Review KWRU record plans to determine existing P&ID and electrical plan -Review COM Power Conditioning plans to get an idea of how to set up KWRU electrical plans and what information is needed	1.00	\$100.00	\$100.00
3/5/2024	Yanay Ferral	Contract:Admin KWRU Electrical Upgrades: -Review COM Power Conditioning plans as guide on formatting KWRU plans -Review KWRU record plans to find any electrical drawings	1.00	\$100.00	\$100.00
3/5/2024	Yanay Ferral	Contract:Design KWRU Electrical Upgrades: -Update plans with general, structural, and electrical notes. Add all necessary plan sheets. Update existing conditions for plan sheet	6.00	\$100.00	\$600.00
3/8/2024	Yanay Ferral	Contract:Design KWRU Electrical Upgrades: -Update electrical plan detail sheets	2.25	\$100.00	\$225.00
3/11/2024	Yanay Ferral	Contract:Admin KWRU Electrical Upgrades:	1.75	\$100.00	\$175.00



Invoice

Invoice Date: Apr 3, 2024

Invoice Num: 52595

Billing Through: Mar 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Review COM Power Conditioning plans to determine info needed for KWRU plans -Review KWRU record plans to determine existing conditions for electrical riser diagram and panel schedule			
3/11/2024	Yanay Ferral	Contract:Design KWRU Electrical/Blower Upgrades: -Update structural details on plan sheet -Draft existing electrical riser diagram and panel schedule from scratch based on KWRU record plans from WWTP Expansion for Electrical and Blower plans	6.50	\$100.00	\$650.00
3/11/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Looking through preliminary layout of system.	1.00	\$165.00	\$165.00
3/12/2024	Yanay Ferral	Contract:Admin KWRU Electrical Upgrades: -Review electrical panel schedules from KWRU Record plans from WWTP Expansion -Review existing electrical riser diagram for north train with Steve and discuss how the electrical systems are designed and drafted	1.50	\$100.00	\$150.00
3/12/2024	Yanay Ferral	Contract:Design KWRU Electrical/Blower Upgrades: -Create tables in CAD for electrical panel schedules	2.75	\$100.00	\$275.00
3/13/2024	Yanay Ferral	Contract:Design KWRU Electrical/Blower Upgrades: -Update electrical panel schedules for north train riser diagram -Update aerals and general, structural, electrical notes on Blower plans -Measure piping distances for blowers and conceptualize piping plan	5.00	\$100.00	\$500.00
3/13/2024	Yanay Ferral	Contract:Admin KWRU Blower Upgrades: -Review Desoto Co. Blower plans to determine most appropriate approach to piping plan for KWRU blowers	0.75	\$100.00	\$75.00
3/14/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Begin planning out piping for proposed blowers	3.75	\$100.00	\$375.00
3/14/2024	Yanay Ferral	Contract:Admin KWRU Blower Upgrades: -Review Desoto Blower plans as reference	0.75	\$100.00	\$75.00
3/15/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades:	1.50	\$100.00	\$150.00



Invoice

Invoice Date: Apr 3, 2024

Invoice Num: 52595

Billing Through: Mar 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/18/2024	Yanay Ferral	-Sketch out piping plan for effluent air from blowers and lay out plan on CAD Contract:Design KWRU Electrical/Blower Upgrades: -Look up and download aerials for stock island and key west on labins -Update CAD file with labins aerials and general info -Make revisions to Blower plans	3.50	\$100.00	\$350.00
3/18/2024	Yanay Ferral	Contract:Admin KWRU Electrical/Blower Upgrades -Compile set of blower/electrical sheets for meeting with Simon -Review existing electrical riser diagram and p&id for north train and east/west	1.00	\$100.00	\$100.00
3/19/2024	Yanay Ferral	Contract:Design KWRU Electrical Upgrades: -Revise CAD plan sheets by making adjustments to formatting and layout of several sheets	1.25	\$100.00	\$125.00
3/20/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Review Desoto blower plans to better understand how KWRU piping should be payed out at the platform	0.75	\$100.00	\$75.00
3/20/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Lay out blower piping at platform on CAD using Desoto blowers as reference. Adjust fitting dimensions to adhere to proposed 6" pipe. -Roughly measure length of piping required at platform	3.25	\$100.00	\$325.00
3/21/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Continue laying out piping plan at blower platform	2.25	\$100.00	\$225.00
3/22/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Research Florida Building Code for structural design of an extended platform. -Correspondence with Simon on electrical/blower upgrades	1.75	\$100.00	\$175.00
3/22/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Adjust existing blower platform details to architectural scale and fix all dimensions/text. -Begin drafting proposed blower platform profile view by extending existing platform by 10 FT -Make adjustments to several sheets	4.25	\$100.00	\$425.00



Invoice

Invoice Date: Apr 3, 2024

Invoice Num: 52595

Billing Through: Mar 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/22/2024	Yanay Ferral	Contract:Meeting KWRU Electrical/Blower Upgrades: -Meeting with Simon and Steve to discuss the existing and proposed electrical network at KWRU	0.75	\$100.00	\$75.00
3/22/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Meeting with FKEC staff on the latest electrical layout and utility plans	0.75	\$165.00	\$123.75
3/22/2024	Steve Suggs	Contract:Design KWRU Blower & Electrical Upgrades: -Continued on design of blower upgrades -Correspondence with WEC staff about controls	2.00	\$165.00	\$330.00
3/25/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Make adjustments to formatting of several sheets and add callouts for each existing structure/equipment -Revise proposed platforms structural profile detail and add necessary dimensions	5.00	\$100.00	\$500.00
3/25/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Research flood zone, existing zoning, and future land use information for KWRU site	0.50	\$100.00	\$50.00
3/25/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review drawings and cutsheets for the latest electrical layout and utility plans	1.50	\$165.00	\$247.50
3/25/2024	Steve Suggs	Contract:Design KWRU Blower & Electrical Upgrades: -Continued on design of blower upgrades - Review of structural preliminary plans and made comments for adjustments.	2.00	\$165.00	\$330.00
3/26/2024	Yanay Ferral	Contract:Design KWRU Blower Upgrades: -Finalize structural detail for proposed platform and add to corresponding sheet. -Add necessary callouts to several sheets -Begin formatting piping plan sheet	5.75	\$100.00	\$575.00
3/26/2024	Yanay Ferral	Contract:Document KWRU Blower Upgrades: -Research thermal expansion coefficients for stainless steel 3304, 310 and 316. Research average temperatures for KW in 2023	1.25	\$100.00	\$125.00



Invoice

Invoice Date: Apr 3, 2024

Invoice Num: 52595

Billing Through: Mar 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/26/2024	Simon Sainsbury	-Calculate thermal expansion of blower pipes based on measured lengths and approx. temperatures Contract:Design	1.75	\$165.00	\$288.75
3/27/2024	Yanay Ferral	KWRU - Electrical & Blower Upgrades - Review drawings and cutsheets for the latest electrical layout and utility plans Contract:Design	2.50	\$100.00	\$250.00
3/27/2024	Yanay Ferral	KWRU Blower Upgrades: -Polish existing conditions / demo plan sheet to send to Simon -Look up SkyCiv program for structural design analysis -Review blower plans with Steve and discuss revisions to demo plan, piping plan and structural detail -Discuss blower process and how they work Contract:Document	2.25	\$100.00	\$225.00
3/27/2024	Simon Sainsbury	KWRU Electrical/Blower Upgrades: -Correspondence with Simon on blower upgrades regarding existing conditions / demo plan -Look for scope of work memo to use as reference for KWRU electrical/blower upgrades. Review scope of work memo prepared by Steve Contract:Design	1.50	\$165.00	\$247.50
3/27/2024	Steve Suggs	KWRU - Electrical & Blower Upgrades - Review drawings and cutsheets for the latest electrical layout and utility plans Contract:Design	3.00	\$165.00	\$495.00
3/28/2024	Yanay Ferral	KWRU Blower & electrical Upgrades: -Continued on design of blower system -Correspondence with Electrical Engineer about controls and SCADA. Contract:Document	0.75	\$100.00	\$75.00
3/28/2024	Yanay Ferral	KWRU Electrical/Blower Upgrades: -Review email from Eric Peters with the blower information and make note of questions that were asked. -Correspondence with Eric Peters following up on initial email received with blower info requesting one-line diagrams and written proposal Contract:Design	3.75	\$100.00	\$375.00
3/28/2024	Yanay Ferral	KWRU Electrical/Blower Upgrades: -Add necessary sheets to blower CAD plan to include all of the electrical plans -Make changes to CAD file based on Steve's			

**Invoice**

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice Date: Apr 3, 2024**Invoice Num:** 52595**Billing Through:** Mar 31, 2024**KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)****Professional Services**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/28/2024	Simon Sainsbury	Contract:Design comments KWRU - Electrical & Blower Upgrades - Review drawings and blower cutsheets for the latest electrical layout and utility plans	1.25	\$165.00	\$206.25
3/28/2024	Steve Suggs	Contract:Design KWRU Blower & electrical Upgrades: -Continued on design of blower system - Working on existing electrical one line diagram.	1.00	\$165.00	\$165.00
3/29/2024	Yanay Ferral	Contract:Design KWRU Electrical/Blower Upgrades: -Make changes to CAD file based on Steve's comments and adjust formatting of several sheets. -Fix existing conditions CAD to properly align with aerial imagery	4.25	\$100.00	\$425.00

Total Service Amount: **\$11,848.75****Amount Due This Invoice:** **\$11,848.75***This invoice is due on 4/3/2024***Account Summary**

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$27,871.25	\$0.00	52514	3/6/2024	\$11,060.00	\$11,060.00	\$0.00

Total Amount Due Including This Invoice: **\$11,848.75**

PAYABLE UPON RECEIPT



Invoice

Invoice Date: May 2, 2024

Invoice Num: 52696

Billing Through: Apr 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/1/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Make revisions to CAD based on Steves comments	3.75	\$100.00	\$375.00
4/1/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review drawings and blower cutsheets for the latest electrical layout and utility plans	1.75	\$165.00	\$288.75
4/2/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Adjust aspects of structural detail and blower piping plan based on Steve's comments. Add epoxy dowels to blower platform -Review Desoto and KLWTD plans to get an idea of how to plan the air pipes -Begin laying out piping plan from platform to existing tank connection	7.00	\$100.00	\$700.00
4/2/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review drawings and site photos for the latest electrical layout and utility plans	2.25	\$165.00	\$371.25
4/3/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue drafting piping plan	1.50	\$100.00	\$150.00
4/5/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Make adjustments to several sheets - Add in initials to each sheet; adjust index sheet to include larger aerial image; adjust formatting -Compile necessary detail sheets - adjust wording and placement on several; scale sheets to fit as 1" = 1'; adjust measurements if needed	3.75	\$100.00	\$375.00
4/8/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Measure piping lengths for thermal expansion calculations. Calculate thermal expansion of the air pipes. -Determine how to connect blower air piping to the tanks from the platform. Discussion with Steve on how to connect air piping -Research Plant 3D to download for blower plants	4.00	\$100.00	\$400.00
4/8/2024	Steve Suggs	Contract:Design KWRU Blower & Electrical Upgrade: -Continued on design plans for blower upgrades	3.00	\$165.00	\$495.00



Invoice

Invoice Date: May 2, 2024

Invoice Num: 52696

Billing Through: Apr 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/9/2024	Yanay Ferral	-Discussing electrical changes with WEC staff. -Correspondence with MTS about blower files. Contract:Design KWRU Blower/Electrical Upgrades: -Draft 22.5 and 11.25 angled elbow fittings to include in design. Adjust piping plan accordingly to include fittings. -Open drawing in AutoCAD 2025 and adjust several aspects that didn't transfer from LT -Drag East & West tank plan view and Blower platform drawings into Plant 3D	3.25	\$100.00	\$325.00
4/10/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Draft 3D renderings of KWRU tanks, and proposed blower platform in Plant 3D -Watch tutorial videos on Plant 3D to learn how to use certain tools and create the 3D renderings	7.25	\$100.00	\$725.00
4/10/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters with MTS for blower one-line diagrams, written proposal, and 3D rendering of blowers	0.25	\$100.00	\$25.00
4/10/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on structural design of platform for blowers	1.00	\$165.00	\$165.00
4/11/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Bring in 2D plan view of north tank and create 3D model of the tank and blower platform. -Watch videos on certain drafting tools to learn how to add grated catwalk, steel plates, beams, etc -Create 3D model of East/West headworks platform including beams and railing	8.50	\$100.00	\$850.00
4/11/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review blower docs/drawings and site photos for the latest electrical layout and utility plans	2.50	\$165.00	\$412.50
4/11/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on structural design of platform for blowers -Reviewing geotech report for old WWTP	2.00	\$165.00	\$330.00
4/12/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades:	6.00	\$100.00	\$600.00



Invoice

Invoice Date: May 2, 2024

Invoice Num: 52696

Billing Through: Apr 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Adjust the 3D plan for the North and East/West Tanks to account for the existing grade elevation to ensure accuracy of drawing. -Review existing CAD plan and copy over 2D plan view of CCC, drying beds, generator, chemical feed structures, etc			
4/12/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review one-line diagrams for the proposed blowers provided by Eric Peters. -Review and fill out form provided by Eric Peters to request 3D drawings for the blowers. -Correspondence with Simon on current status of the electrical and blower plans -Review as-built plans with Steve to determine placement and design specs for several aspects of KWRU to draft in 3D	1.25	\$100.00	\$125.00
4/12/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on structural design of platform for blowers -Evaluating footer design vs pile	1.00	\$165.00	\$165.00
4/15/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters from MTS for written proposal, 3D blower models, and p&i drawings -Review operating manual for one-line diagrams from Kaeser -Review notes from meeting with Steve on location and dimensions of several structures/equipment on KWRU	1.50	\$100.00	\$150.00
4/15/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Upload pdf pages for one-line diagrams to CAD file and place them in appropriate sheets on plan set, adjusting plan set accordingly -Upload 3D model for blowers into Plant 3D and place them on proposed blower platform -Model injection wells in 3D. Begin modeling mudwell	4.75	\$100.00	\$475.00
4/15/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical Upgrades: -Complete Kaeser request form for the blower 3D models	0.25	\$100.00	\$25.00
4/15/2024	Simon Sainsbury	Contract:Design	1.50	\$165.00	\$247.50
KWRU - Electrical & Blower Upgrades					



Invoice

Invoice Date: May 2, 2024

Invoice Num: 52696

Billing Through: Apr 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		- Review blower docs/drawings and site photos for the latest electrical layout and utility plans			
4/16/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Adjust several aspects of the piping plan sheet -Redesign the piping network for the proposed blowers in 2D model space -Model piping network in 3D, including valves and pipe supports	4.50	\$100.00	\$450.00
4/17/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review blower docs/drawings and site photos for the latest electrical layout and utility plans - Review scope of work SCADA	2.50	\$165.00	\$412.50
4/17/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Continued design of blowers -Correspondence with MTS	8.00	\$100.00	\$800.00
4/18/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Model existing air header piping at E&W tanks in 3D. -Adjust piping at blower platform. Continue air piping from blower to connection at tanks. -Create sheets for 3D models to add to plan set. Adjust plan set accordingly to integrate 3D models -Review plan set with Steve and revise as needed	8.00	\$100.00	\$800.00
4/18/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review blower docs/drawings and site photos for the latest electrical layout and utility plans - Review scope of work SCADA	1.25	\$165.00	\$206.25
4/19/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Make adjustments to plan set in order to plot correctly -Plot full plan set for KWRU site visit -Walk through KWRU plant with Steve (WEC), Greg and Chris (KWRU) to draw out existing electrical network	2.00	\$100.00	\$200.00
4/19/2024	Yanay Ferral	Contract:Meeting KWRU Blower/Electrical Upgrades: -Meeting with Greg and Chris (KWRU) to discuss preliminary plans for blower and electrical upgrades, bidding process and how to move forward	1.50	\$100.00	\$150.00
4/19/2024	Yanay Ferral	Contract:Admin	1.75	\$100.00	\$175.00



Invoice

Invoice Date: May 2, 2024

Invoice Num: 52696

Billing Through: Apr 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
		KWRU Blower/Electrical Upgrades: -Walk KWRU plant with Steve (WEC), Greg and Chris (KWRU) to draw out existing electrical network. -Take pictures of existing structures and piping as reference for 3D model			
4/19/2024	Steve Suggs	Contract:Site Visit KWRU Blower Upgrade: -Meeting with Greg and Chris to go over 30% plans -Site visit to collect electrical data.	5.00	\$165.00	\$825.00
4/22/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review meeting notes from Friday's site visit. -Correspondence with Simon (WEC) to update him on the status of existing electrical -Upload site visit pictures to dropbox -Correspondence with Eric Peters (MTS) on request form for the blower P&IDs	1.00	\$100.00	\$100.00
4/22/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Revise plans based on comments from site visit	0.75	\$100.00	\$75.00
4/24/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review blower docs/drawings PIDs and site sketch of existing equipment for the latest electrical layout and utility plans	1.00	\$165.00	\$165.00
4/25/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters on P&ID's for the proposed blower equipment. -Review operating manual to find the P&ID drawings for the blower equipment	0.25	\$100.00	\$25.00
4/25/2024	Simon Sainsbury	Contract:Design KWRU - Electrical & Blower Upgrades - Review blower docs/drawings PIDs and site sketch of existing equipment for the latest electrical layout and utility plans	1.25	\$165.00	\$206.25

Total Service Amount: \$12,365.00

Amount Due This Invoice: \$12,365.00

This invoice is due on 5/2/2024



KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice

Invoice Date: May 2, 2024

Invoice Num: 52696

Billing Through: Apr 30, 2024

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$40,236.25	\$0.00	52595	4/3/2024	\$11,848.75	\$11,848.75	\$0.00

Total Amount Due Including This Invoice: **\$12,365.00**

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Jun 12, 2024

Invoice Num: 52821

Billing Through: May 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/3/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Review notes from meeting at KWRU and revise plans as necessary. -Begin laying out existing electrical riser for the east/west tanks -Continue adding elements to plant 3d file for existing structures	2.75	\$100.00	\$275.00
5/3/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters (MTS) requesting energy saving memo on the Kaeser blowers and sole source letter	0.25	\$100.00	\$25.00
5/6/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Look for record plans/submittals that show drawings for generator platform, chemical platform, etc.	0.75	\$100.00	\$75.00
5/6/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue working on 3D modeling KWRU plant by modeling generator platform and chemical platform/tanks	7.00	\$100.00	\$700.00
5/7/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Research contact information for Aerzen representative -Correspondence with Alex Maas (Heyward FL) to request a quote for blowers -Correspondence with Chuck Hlavach (EnviroSales) to request a quote for blowers	1.50	\$100.00	\$150.00
5/7/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue modeling KWRU plant in Plant 3D. -Review as-builts, submittals and site visit pictures to accurately model drying beds, injection wells, and filters/weir box	3.50	\$100.00	\$350.00
5/8/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Alex Maas (Heyward FL) regarding blower quote -Discussion with Steve (WEC) on existing blowers @ KWRU	0.50	\$100.00	\$50.00
5/8/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades:	5.00	\$100.00	\$500.00



Invoice

Invoice Date: Jun 12, 2024

Invoice Num: 52821

Billing Through: May 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Model piping at filters/weir structures. Adjust layers for new structures/piping -Continue routing proposed air pipes for blowers. Adjust blower piping/fittings at platform -Review 3d plan and blower piping plan with Steve (WEC)			
5/9/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Create orthographic view of piping plan for blowers. Create sheet for piping plan, adjust as necessary -Adjust several sheets to account for addition of ortho sheet -Draw out existing electrical system with Steve	7.00	\$100.00	\$700.00
5/9/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical upgrades: -Correspondence with Eric Peters (MTS) on energy savings memo -Go through existing electrical system for east/west tanks with Steve	0.50	\$100.00	\$50.00
5/10/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters (MTS) on energy savings memo and sole source letter -Discussion with Steve on sole source letters and energy savings memo. Phone conversation with Eric Peters (MTS) to clear misunderstanding -Correspondence with Amy (WEC) on electrical panel pictures for KWRU	0.75	\$100.00	\$75.00
5/10/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Review electrical panel pictures and revise existing electrical riser as needed -Adjust several aspects of existing riser diagram layout for accuracy	2.00	\$100.00	\$200.00
5/10/2024	Amy Sainsbury	Contract:Document KWRU Electrical and Blower Upgrades: - Correspondence with Yanay (WEC) regarding site visit on 1/19/2024 - Sorting and uploading of photo/video site visit footage	0.75	\$100.00	\$75.00
5/14/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review blower package provided by Alex Maas (Heyward FL) on the Gardner Denver blowers and file documents in folder	0.50	\$100.00	\$50.00



Invoice

Invoice Date: Jun 12, 2024

Invoice Num: 52821

Billing Through: May 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Correspondence with Alec Maas on blower package and proposal -Correspondence with Chuck Hlavach (EnviroSale) for update on proposal from Aerzen			
5/16/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical: -Review new sole source letter received from Eric Peters (MTS) and discuss with Steve	0.50	\$100.00	\$50.00
5/17/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue drafting plans for blower/electrical upgrades. -Update blower platform layout in Civil 3D to correlate with Plant 3D layout -Updated existing electrical riser based on Steve's comments	4.75	\$100.00	\$475.00
5/20/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - research SCADA systems	2.50	\$165.00	\$412.50
5/20/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical: -Research information on calculating head loss for air piping using Metcalf & Eddy, google, etc. -Begin calculating expected headloss for air pipes	2.75	\$100.00	\$275.00
5/22/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Simon (WEC) on existing electrical riser and location of most recent files for his review -Research energy saving study for Kaeser blowers -Correspondence with Eric Peters on power savings study	1.75	\$100.00	\$175.00
5/22/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Draft custom fitting for expansion bellows in plant 3d	1.00	\$100.00	\$100.00
5/22/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems - meeting with WEC staff on the latest electrical layout and blower upgrade	3.25	\$165.00	\$536.25



Invoice

Invoice Date: Jun 12, 2024

Invoice Num: 52821

Billing Through: May 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		- One-line diagram - Conduit routing plan prepare for FKEC			
5/23/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Draft custom fitting for expansion bellows in plant 3d	1.25	\$100.00	\$125.00
5/23/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems	2.25	\$165.00	\$371.25
5/24/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems	2.50	\$165.00	\$412.50
5/28/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue drafting blower plans. Insert expansion bellows into 3D piping plan. -Review status of plans with Steve	1.00	\$100.00	\$100.00
5/28/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Chuck (Aerzen Rep) on update on proposal for blower alternative -Review correspondence from Alex Maas on proposal for blower alternative	0.25	\$100.00	\$25.00
5/28/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems	1.75	\$165.00	\$288.75
5/29/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review blower proposal from Aerzen. Correspondence with Chuck (Aerzen) and Steve (WEC) on proposal. -Correspondence with Alex Maas regarding proposal for Gardner Denver blowers	0.75	\$100.00	\$75.00
5/29/2024	Simon Sainsbury	Contract:Design KWRU - review field photos	2.25	\$165.00	\$371.25



Invoice

Invoice Date: Jun 12, 2024

Invoice Num: 52821

Billing Through: May 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

Date	Employee	Description	Hours	Rate	Amount
		- review one - line diagram of existing electrical - research SCADA systems			
5/29/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Correspondence with Kaiser rep to get updated blower quotes.	1.00	\$165.00	\$165.00
5/30/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review proposals from Alex Maas for Gardner Denver and Inovair blowers. Correspondence with Alex Maas on proposal.	0.75	\$100.00	\$75.00
5/30/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems	1.50	\$165.00	\$247.50
5/30/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Comparing blower prices and specs -Discussed comparison memo with WEC staff.	1.50	\$165.00	\$247.50
5/31/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Prepare blower comparison and recommendation memo	1.00	\$100.00	\$100.00
5/31/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems	0.50	\$165.00	\$82.50

Total Service Amount: **\$7,985.00**

Amount Due This Invoice: **\$7,985.00**

This invoice is due on 6/12/2024

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$48,221.25	\$0.00	52696	5/2/2024	\$12,365.00	\$12,365.00	\$0.00

Total Amount Due Including This Invoice: **\$7,985.00**

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Jul 2, 2024

Invoice Num: 52910

Billing Through: Jun 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/3/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Review CAD plans and revise several aspects -Revise 3D plans as needed	2.75	\$100.00	\$275.00
6/3/2024	Simon Sainsbury	Contract:Design KWRU -meet with WEC staff to review progress and next steps - review field photos - review one - line diagram of existing electrical - research SCADA systems	0.75	\$165.00	\$123.75
6/3/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Discussed plan status with WEC staff -Correspondence with KWRU staff about blower purchase.	1.50	\$165.00	\$247.50
6/4/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue drafting plans -Update labins aerals with 2022 version	1.75	\$100.00	\$175.00
6/4/2024	Simon Sainsbury	Contract:Design KWRU - review field photos - review one - line diagram of existing electrical - research SCADA systems	0.75	\$165.00	\$123.75
6/5/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Review head loss calculations and revise as needed -Determine necessary equations through Metcalf & Eddy -Use internet sources to research calculation methods and equations	2.50	\$100.00	\$250.00
6/7/2024	Simon Sainsbury	Contract:Design KWRU - review field photos/ panel schedules - review one - line diagram of existing electrical	1.25	\$165.00	\$206.25
6/10/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Greg (KWRU) on blower proposal from Kaeser and additional forms -Correspondence with Lori on scope of project and out to bid date	0.75	\$100.00	\$75.00



Invoice

Invoice Date: Jul 2, 2024

Invoice Num: 52910

Billing Through: Jun 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/10/2024	Lori Farthing	Contract:Document KW Resort Electrical and Blower Upgrades-correspondence with staff regarding bid docs and tech specs and discussing project scope.	0.25	\$160.00	\$40.00
6/11/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review executed proposal and account profile form from Greg. Correspondence with Greg on executed forms -Research information on Kaeser payment method. -Correspondence with Eric Peters on executed proposal and additional information needed -Correspondence with Steve on blower method of communication and how to proceed	1.75	\$100.00	\$175.00
6/11/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Correspondence with Blower rep about Ethernet vs modbus -Reviewed LCP submittal for filter control panel -Discussed with WEC Electrical engineer.	1.00	\$165.00	\$165.00
6/12/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Simon (WEC) on proposed method of communication for the blowers -Review information sent from Simon regarding Modbus method of communications -Correspondence with Eric Peters (MTS) regarding method of communication for the blowers	0.75	\$100.00	\$75.00
6/17/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review updated FEMA Flood maps to determine future flood elevations -Review CCC platform submittals to determine height of CCC and existing elevation -Correspondence with Bryce Johnson (SafeRack) regarding proposed control panel adjustments based on Steve's comments	1.25	\$100.00	\$125.00
6/17/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Update overall site plan to include proposed erect step platform and potential bridge from CCC to show Bryce with SafeRack	0.25	\$100.00	\$25.00
6/18/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters (MTS) on blower	0.25	\$100.00	\$25.00



Invoice

Invoice Date: Jul 2, 2024

Invoice Num: 52910

Billing Through: Jun 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/19/2024	Yanay Ferral	purchase and payment information Contract:Admin KWRU Blower/Electrical Upgrades -Look into Kaeser's terms and conditions of sale for information on payment upon order placement and payment method. -Correspondence with Greg (KWRU) on payment update	0.50	\$100.00	\$50.00
6/21/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Research future flood elevations for KWRU -Look through old project files to determine elevations and height of CCC platform	0.75	\$100.00	\$75.00
6/21/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Begin drafting control panel platform and drafting proposed foundation	2.50	\$100.00	\$250.00

Total Service Amount: \$2,481.25

Amount Due This Invoice: \$2,481.25

This invoice is due on 7/2/2024

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$50,702.50	\$0.00	52821	6/12/2024	\$7,985.00	\$7,985.00	\$0.00

Total Amount Due Including This Invoice: \$2,481.25

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Aug 7, 2024

Invoice Num: 53011

Billing Through: Jul 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/1/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Update control panel platform sheet -Combine all necessary files for plan set and print a set for Steve to review	0.75	\$100.00	\$75.00
7/5/2024	Lori Farthing	Contract:Document KWRU Blower & Electrical Replacement Project-began formulating draft of TOC for the project, compiling word tech specs, and making pdf tech specs & saving in file folder for the project. Review of project scope & sent Yanay draft of TOC for review.	2.50	\$160.00	\$400.00
7/7/2024	Lori Farthing	Contract:Document KWRU Blower & Electrical Replacement Project-began formulating agreement using project scope as a guide and putting together bid documents for project.	1.25	\$160.00	\$200.00
7/8/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review tech specs TOC and provide comments -Correspondence with Lori on tech specs TOC and blower specifications	0.25	\$100.00	\$25.00
7/8/2024	Lori Farthing	Contract:Document KWRU Blower & Electrical Replacement Project-correspondence with staff regarding template for the bid documents. Sent TOC to Simon and Yanay for review and comment.	0.50	\$160.00	\$80.00
7/8/2024	Simon Sainsbury	Contract:Design KWRU - review field photos/ panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical	2.50	\$165.00	\$412.50
7/9/2024	Simon Sainsbury	Contract:Design KWRU - review field photos/ panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical	3.75	\$165.00	\$618.75
7/10/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.50	\$165.00	\$412.50



Invoice

Invoice Date: Aug 7, 2024

Invoice Num: 53011

Billing Through: Jul 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/11/2024	Lori Farthing	Contract:Document KWRU Blower and Electrical Upgrades-formulating draft version of the bid documents for the project & correspondence with Yanay and Simon regarding the documents.	1.75	\$160.00	\$280.00
7/11/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design -specs Toc	3.50	\$165.00	\$577.50
7/12/2024	Lori Farthing	Contract:Document KWRU Blower and Electrical Upgrades Project-correspondence with Simon regarding the tech spec sections for 13000 and 16000 to choose from. Revising the TOC based on comments from Simon and compiling additional specs per Simon. mods to specs section 16050 and 13500	1.25	\$160.00	\$200.00
7/12/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	3.75	\$165.00	\$618.75
7/14/2024	Lori Farthing	Contract:Document KWRU Blower and Electrical Upgrades Project-correspondence with Yanay regarding missing spec sections 1010, 1270, 12000, 13500, and 16155 missing from combined pdf of tech specs for the project. More revisions to the TOC and adding in section 1740 and 1630 to the specs. combining all tech spec sections in pdf format besides 5 sections. Initial review and 12000 blower spec.	1.50	\$160.00	\$240.00
7/15/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Lori (WEC) on technical specs for project -Correspondence with Simon & Chelsea (WEC) on blower submittal and process for reviewing	0.75	\$100.00	\$75.00
7/15/2024	Lori Farthing	Contract:Document KWRU Blower and Electrical Upgrades Project-correspondence with Yanay regarding	2.00	\$160.00	\$320.00



Invoice

Invoice Date: Aug 7, 2024

Invoice Num: 53011

Billing Through: Jul 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		needing help reviewing and formulating spec sections 1010, 1270, 12000, 13500, and 16155. Preliminary Review and mods of the combined specs missing sections noted above and saved review in dropbox. Will review one more time through before returning to Yanay with markup items.			
7/15/2024	Simon Sainsbury	Contract:Design	2.75	\$165.00	\$453.75
		KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design			
7/15/2024	Chelsea Garcia	Contract:Admin	1.50	\$100.00	\$150.00
		KWRU blower/electrical upgrade -Reviewed submittal and drawings - Communicated with Yanay (WEC) any discrepancies between documents			
7/16/2024	Simon Sainsbury	Contract:Design	2.00	\$165.00	\$330.00
		KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design			
7/17/2024	Simon Sainsbury	Contract:Design	2.00	\$165.00	\$330.00
		KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design			
7/18/2024	Simon Sainsbury	Contract:Design	1.75	\$165.00	\$288.75
		KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design - review blower submittal			
7/19/2024	Simon Sainsbury	Contract:Design	1.50	\$165.00	\$247.50
		KWRU - review panel schedules			



Invoice

Invoice Date: Aug 7, 2024

Invoice Num: 53011

Billing Through: Jul 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		<ul style="list-style-type: none"> - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design - review blower submittal 			
7/22/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Prepare submittal template form and attach to blower submittal -Correspondence with Eric Peters (MTS) on approved submittal	0.25	\$100.00	\$25.00
7/22/2024	Chelsea Garcia	Contract:Design KWRU Blower & electrical Upgrades: - Working on new one line riser diagrams for electrical system	4.00	\$100.00	\$400.00
7/23/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Download and save updated proposal and other document sent by Kaeser -Correspondence with Greg (KWRU) on Kaeser documents that need to be completed and signed, blower warranty	0.50	\$100.00	\$50.00
7/24/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Research Kaeser warranty policy and compare to proposal for blowers -Correspondence with Eric Peters regarding warranty policy for blowers	0.50	\$100.00	\$50.00
7/24/2024	Lori Farthing	Contract:Document KW Resort Blower Project-correspondence with Simon and Yanay regarding spec sections I need help with including 13500, 13420, blower package spec, 16155, and 16050	0.50	\$160.00	\$80.00
7/25/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Steve (WEC) and Greg (KWRU) regarding warranty info -Save copy of Kaeser warranty for manufactured equipment in dropbox	0.50	\$100.00	\$50.00
7/25/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical Upgrades: -Review revised technical specifications for the Kaeser blowers sent by Simon (WEC) -Research information on blower specifications	0.50	\$100.00	\$50.00



Invoice

Invoice Date: Aug 7, 2024

Invoice Num: 53011

Billing Through: Jul 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/25/2024	Chelsea Garcia	Contract:Design KWRU Blower Upgrades: -Completed spreadsheet for thermal expansion and headloss through pipes calculations-Prepared budget estimate for WWTP ductile iron piping replacement	7.00	\$100.00	\$700.00
7/25/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Reviewing current design plans.	2.00	\$165.00	\$330.00
7/26/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical Upgrades: -Revise the blower specs with information on design parameters and conditions -Correspondence with Lori and Simon (WEC) regarding revised specs	0.75	\$100.00	\$75.00
7/26/2024	Lori Farthing	Contract:Document KW Resort Blower Project-correspondence with Simon and Yanay regarding spec for blower package and saving revised version on desktop	0.25	\$160.00	\$40.00
7/26/2024	Chelsea Garcia	Contract:Design KWRU Blower Upgrades: - Working on one-line diagrams for new electrical service	6.00	\$100.00	\$600.00
7/29/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Discuss necessary blower calculations with Chelsea (WEC) and what resources to use -Prepare sheets Chelsea will need to determine pipe lengths using CAD	0.75	\$100.00	\$75.00
7/29/2024	Chelsea Garcia	Contract:Admin KWRU Blower/Electrical Upgrades: -Discussed blower calculations for thermal expansion and head loss with Yanay (WEC)	0.50	\$100.00	\$50.00
7/29/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.25	\$165.00	\$371.25
7/29/2024	Chelsea Garcia	Contract:Design	3.00	\$100.00	\$300.00



Invoice

Invoice Date: Aug 7, 2024

Invoice Num: 53011

Billing Through: Jul 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Blower Upgrades: - Working on one-line diagrams for new electrical service			
7/30/2024	Chelsea Garcia	Contract:Design	5.00	\$100.00	\$500.00
		KWRU Blower Upgrades: -Quantities take off of piping for blower upgrades -Prepared spreadsheet for thermal expansion and headloss calculations through piping			
7/30/2024	Simon Sainsbury	Contract:Design	2.75	\$165.00	\$453.75
		KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design			
7/31/2024	Chelsea Garcia	Contract:Design	1.50	\$100.00	\$150.00
		KWRU Blower Upgrades -Reviewed and revised calculations for head loss through pipes			
7/31/2024	Steve Suggs	Contract:Design	2.00	\$165.00	\$330.00
		KWRU Blower Upgrades: -Continued on design of blower upgrades -Discussed thermal expansion calcs with WEC staff.			
7/31/2024	Simon Sainsbury	Contract:Design	2.25	\$165.00	\$371.25
		WRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design			

Total Service Amount: \$11,386.25

Amount Due This Invoice: \$11,386.25

This invoice is due on 8/7/2024

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$62,088.75	\$0.00	52910	7/2/2024	\$2,481.25	\$2,481.25	\$0.00

Total Amount Due Including This Invoice: \$11,386.25

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/1/2024	Chelsea Garcia	Contract:Design KWRU Blower Upgrades -Performed calculations to ensure the selected blower can overcome static and friction head loss	0.25	\$100.00	\$25.00
8/1/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.50	\$165.00	\$412.50
8/2/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.75	\$165.00	\$453.75
8/5/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Eric Peters (MTS) regarding executed documents for blowers -Correspondence with Greg regarding ACH transfer for blower payment -Correspondence with Chuck (EnviroSales) regarding project update	0.75	\$100.00	\$75.00
8/5/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.75	\$165.00	\$453.75
8/6/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.25	\$165.00	\$371.25
8/6/2024	Lori Farthing	Contract:Document KWRU Blower Project-correspondence with Yanay and Simon regarding the tech specs and review of the blower spec & sent them my comments. Saved in	2.75	\$160.00	\$440.00



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		dropbox. Formulating section 1010 and 1270 for the tech specs and sent draft of them to staff for review & saved in dropbox.			
8/7/2024	Lori Farthing	Contract:Document KWRU Electrical & Blowers-Correspondence with staff regarding bid line items for the project. Revising bid line items, section 1010, bid docs in general based on staff feedback and structure of pay app for DCR blower project as a guide. Saving in dropbox & sent to staff for review. Further correspondence w/staff regarding bid due dates, scope, etc.	4.50	\$160.00	\$720.00
8/7/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	1.75	\$165.00	\$288.75
8/8/2024	Chelsea Garcia	Contract:Design KWRU Electrical and Blower Upgrades -Reviewing project scope with Steve (WEC)	1.50	\$100.00	\$150.00
8/8/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.00	\$165.00	\$330.00
8/8/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on design for project	1.00	\$165.00	\$165.00
8/9/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.25	\$165.00	\$371.25
8/12/2024	Simon Sainsbury	Contract:Design KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical	2.25	\$165.00	\$371.25



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/12/2024	Steve Suggs	- SCADA system design Contract:Design	2.00	\$165.00	\$330.00
8/13/2024	Chelsea Garcia	KWRU Blower Upgrades: -Continued on design for project Contract:Design	4.00	\$100.00	\$400.00
8/13/2024	Simon Sainsbury	KWRU Electrical and Blower Upgrades -Reviewing project scope -Drafting new electrical riser diagram with Steve (WEC) -Preparing panel schedule for riser diagram Contract:Design	2.00	\$165.00	\$330.00
8/13/2024	Steve Suggs	KWRU - review panel schedules - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	1.00	\$165.00	\$165.00
8/14/2024	Lori Farthing	KWRU Blower Upgrades: -Continued on design for project Contract:Document	0.50	\$160.00	\$80.00
8/14/2024	Simon Sainsbury	KWRU Blower Upgrades Project-review of the bid docs, specs, and emails for the project to locate latest versions of the documents. correspondence with staff regarding status of bid docs review and remaining specs for project Contract:Design	2.00	\$165.00	\$330.00
8/14/2024	Steve Suggs	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	1.00	\$165.00	\$165.00
8/15/2024	Simon Sainsbury	KWRU Blower Upgrades: -Continued on design for project Contract:Design	2.50	\$165.00	\$412.50
8/15/2024	Steve Suggs	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	1.00	\$165.00	\$165.00



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/16/2024	Lori Farthing	KWRU Blower Upgrades: -Continued on design for project Contract:Document	0.25	\$160.00	\$40.00
8/16/2024	Simon Sainsbury	KWRU Blower Upgrades Project-correspondence with staff regarding blower spec needing revision & about spec involving SCADA still needing revision Contract:Design	2.25	\$165.00	\$371.25
8/19/2024	Simon Sainsbury	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	1.75	\$165.00	\$288.75
8/19/2024	Steve Suggs	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	1.00	\$165.00	\$165.00
8/20/2024	Simon Sainsbury	KWRU Blower Upgrades: -Continued on design for project Contract:Design	1.50	\$165.00	\$247.50
8/20/2024	Steve Suggs	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	1.00	\$165.00	\$165.00
8/21/2024	Simon Sainsbury	KWRU Blower Upgrades: -Continued on design for project Contract:Design	2.25	\$165.00	\$371.25
8/21/2024	Steve Suggs	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design Contract:Design	2.00	\$165.00	\$330.00



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/22/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.50	\$165.00	\$412.50
8/23/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	1.50	\$165.00	\$247.50
8/23/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on design for project	1.00	\$165.00	\$165.00
8/26/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Call with Greg and Steve (WEC) to discuss deliverables for project and out to bid documents	0.50	\$100.00	\$50.00
8/26/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	1.25	\$165.00	\$206.25
8/26/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on design for project	2.00	\$165.00	\$330.00
8/27/2024	Lori Farthing	Contract:Document KWRU Blower Upgrades-review of the previous projects bid docs to locate supplementary conditions for review. Saved supplementary conditions in project folder. Received markup comments from Yanay for blower spec, section 1010 and section 01270 and resolved comments & responded to some & saved revised version in dropbox of all docs and returned to Yanay and staff for comment & revision	1.25	\$160.00	\$200.00
8/27/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review and revise technical specifications for project. Correspondence with Lori (WEC) regarding revised documents	1.00	\$100.00	\$100.00



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/27/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - SCADA system design	2.00	\$165.00	\$330.00
8/27/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on design for project	1.00	\$165.00	\$165.00
8/28/2024	Lori Farthing	Contract:Document KWRU Blower Upgrades-correspondence with Yanay regarding the specs for the project and received updated blower spec and 1010 for review from her. Performed revised review, saved revised version in dropbox and sent to Yanay & staff for comment. correspondence with Simon regarding spec section 13420, 13500, 16155 and 16050 and status of their review. formulating updated to bid docs and comparing to 1010 & emails w/Yanay.	2.25	\$160.00	\$360.00
8/28/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical Upgrades: -Revise sections for technical specifications. Correspondence with Lori regarding revised documents	2.75	\$100.00	\$275.00
8/28/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical: -Update plans to include proposed riser diagram. Correspondence with Simon (WEC) regarding riser diagram review -Continue working on plans	2.00	\$100.00	\$200.00
8/28/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design	5.75	\$165.00	\$948.75
8/29/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue working on plans	2.75	\$100.00	\$275.00
8/29/2024	Simon Sainsbury	Contract:Design KWRU	6.75	\$165.00	\$1,113.75



Invoice

Invoice Date: Sep 12, 2024

Invoice Num: 53116

Billing Through: Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		<ul style="list-style-type: none"> - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design 			
8/29/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on design for project -Working on bid documents	2.00	\$165.00	\$330.00
8/30/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Correspondence with Rob (WEC) regarding survey of KWRU -Correspondence with Simon (WEC) regarding proposed panel schedules -Review plans, bid documents, and technical specifications with Steve (WEC). Make note of what needs revisions	2.50	\$100.00	\$250.00
8/30/2024	Lori Farthing	Contract:Document KWRU Blower Upgrades-correspondence with Yanay, Steve, and Simon regarding the specs for the project and status. Revising section 1010 to match bid doc line items currently. Finalizing tech specs combined doc without 1010, 13420, 13500, 16050, and 16500. modifications to bid docs and sent all docs to staff and saved in file folder in dropbox.	5.50	\$160.00	\$880.00
8/30/2024	Robert Farthing	Contract:Observation **KWRU- Electrical and Blower Upgrades -GPSing Proposed Blowers Area Between CCCs and East/West SBR Tanks	1.00	\$115.00	\$115.00
8/30/2024	Robert Farthing	Contract:Document **KWRU Electrical and Blower Upgrades -Uploading GPS Data to Dropbox -Pictures On Site	1.00	\$115.00	\$115.00
8/30/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Continue working on plans -Upload Rob (WEC) old and new survey points to CAD. Adjust CAD drawing to reflect added points and new settings -Include Simons (WEC) panel schedule in CAD	4.00	\$100.00	\$400.00
8/30/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical Upgrades:	1.00	\$100.00	\$100.00

**Invoice****Invoice Date:** Sep 12, 2024**Invoice Num:** 53116**Billing Through:** Aug 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)**Professional Services**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/30/2024	Simon Sainsbury	-Review Lori's (WEC) updates on bid documents and specs. Revise as needed Contract:Design	7.50	\$165.00	\$1,237.50
8/30/2024	Steve Suggs	KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design Contract:Design KWRU Blower Upgrades: -Continued on design for project -Review of project plans and made comments for revisions	2.00	\$165.00	\$330.00

Total Service Amount: \$18,120.00**Amount Due This Invoice:** \$18,120.00*This invoice is due on 9/12/2024***Account Summary**

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$80,208.75	\$0.00	53011	8/7/2024	\$11,386.25	\$2,481.25	\$11,386.25

Total Amount Due Including This Invoice: \$29,506.25

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Oct 14, 2024

Invoice Num: 53201

Billing Through: Sep 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/2/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design	7.75	\$165.00	\$1,278.75
9/3/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical Upgrades: -Review spec library for updated versions of technical specifications -Revise technical specifications based on Steve's comments -Begin combining revised tech specs	4.75	\$100.00	\$475.00
9/3/2024	Lori Farthing	Contract:Document KWRU Blower Upgrades Project-correspondence with Yanay regarding status of the bid docs and specs & out to bid date. further emails and research to locate tech specs sections asked Simon for help on, etc. and emails w/Yanay about 13000 and 16000 sections.	0.50	\$160.00	\$80.00
9/3/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design	7.50	\$165.00	\$1,237.50
9/3/2024	Chelsea Garcia	Contract:Document KWRU Electrical/Blower Upgrade -Developing control narrative for upgrades with WEC staff	1.50	\$100.00	\$150.00
9/3/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Revise plans based on Steves comments -Update control panel platform and electrical riser diagram	4.00	\$100.00	\$400.00
9/3/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Continued on design for project -Getting project ready for bid Working on SCADA spec	8.00	\$165.00	\$1,320.00
9/4/2024	Yanay Ferral	Contract:Design	7.75	\$100.00	\$775.00



Invoice

Invoice Date: Oct 14, 2024

Invoice Num: 53201

Billing Through: Sep 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Blower/Electrical Upgrades: -Continue working on plans. Revise Steve's comments on several pages. Update electrical panel schedules. Add demo schedule for existing electrical. -Revise electrical sheets based on Simon's (WEC) comments			
9/4/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review Desoto plans for reference on P&ID sheets -Review bid documents and technical specifications with Steve -Finalize documents	1.75	\$100.00	\$175.00
9/4/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design	6.50	\$165.00	\$1,072.50
9/4/2024	Steve Suggs	Contract:Design KWRU Blower/Electrical Upgrades: -Finalizing bid package -Working on tech specs for SCADA system -Sent package to prospective bidders	8.00	\$165.00	\$1,320.00
9/5/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design	6.75	\$165.00	\$1,113.75
9/6/2024	Simon Sainsbury	Contract:Design KWRU - review specifications - review one - line diagram of existing electrical - markup one - line diagram for new electrical - Create panel schedules - SCADA system design	2.50	\$165.00	\$412.50
9/10/2024	Simon Sainsbury	Contract:Design KWRU - review PID	0.75	\$165.00	\$123.75



Invoice

Invoice Date: Oct 14, 2024

Invoice Num: 53201

Billing Through: Sep 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/11/2024	Yanay Ferral	Contract:Admin KWRU Blower/Electrical Upgrades: -Review electrical sheets and set up vibe canvas for meeting with Simon (WEC)	0.25	\$100.00	\$25.00
9/11/2024	Yanay Ferral	Contract:Meeting KWRU Blower/Electrical Upgrades: -Meeting with Simon (WEC) to discuss necessary revisions to p&id sheets for blowers	0.50	\$100.00	\$50.00
9/11/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Revise P&IDs based on meeting with Simon (WEC)	0.75	\$100.00	\$75.00
9/11/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	4.75	\$165.00	\$783.75
9/11/2024	Steve Suggs	Contract:Design KWRU Blower & Electrical Upgrades: - Finalizing P&IDs for addendum 1 - Updating several items for Addendum 1	1.50	\$165.00	\$247.50
9/12/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical Upgrades: -Revise P&IDs based on meeting with Simon (WEC) -Correspondence with Simon (WEC) on revised P&ID	1.50	\$100.00	\$150.00
9/12/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	5.00	\$165.00	\$825.00
9/12/2024	Steve Suggs	Contract:Design KWRU Blower & Electrical Upgrades: - Finalizing P&IDs for addendum 1 - Updating several items for Addendum 1	1.00	\$165.00	\$165.00
9/13/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	5.25	\$165.00	\$866.25
9/13/2024	Steve Suggs	Contract:Design KWRU Blower & Electrical Upgrades: - Review of bidder questions	1.00	\$165.00	\$165.00
9/16/2024	Yanay Ferral	Contract:Document KWRU Blower/Electrical: -Begin preparing pre-bid meeting agenda and sign in sheet	1.25	\$100.00	\$125.00
9/16/2024	Yanay Ferral	Contract:Design KWRU Blower/Electrical:	0.75	\$100.00	\$75.00



Invoice

Invoice Date: Oct 14, 2024

Invoice Num: 53201

Billing Through: Sep 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Continue revising plans based on Simons (WEC) comments			
9/16/2024	Simon Sainsbury	Contract:Design	2.75	\$165.00	\$453.75
		KWRU			
		- Review and markup of PID drawings for addendum			
9/16/2024	Steve Suggs	Contract:Design	1.00	\$165.00	\$165.00
		KWRU Blower & Electrical Upgrades:			
		- Reaching out to prospective bidders to get an idea of who will be quoting the project			
9/17/2024	Simon Sainsbury	Contract:Design	3.25	\$165.00	\$536.25
		KWRU			
		- Review and markup of PID drawings for addendum			
9/17/2024	Steve Suggs	Contract:Design	1.00	\$165.00	\$165.00
		KWRU Blower & Electrical Upgrades:			
		- Correspondence with Simon about P&IDs			
		-Discussed control strategy			
9/18/2024	Simon Sainsbury	Contract:Design	1.50	\$165.00	\$247.50
		KWRU			
		- Review and markup of PID drawings for addendum			
9/19/2024	Simon Sainsbury	Contract:Design	2.75	\$165.00	\$453.75
		KWRU			
		- Review and markup of PID drawings for addendum			
9/19/2024	Steve Suggs	Contract:Design	2.00	\$165.00	\$330.00
		KWRU Blower Upgrades:			
		- Review of bidder questions			
		-Discussed revised P&IDs with WEC staff.			
9/20/2024	Simon Sainsbury	Contract:Design	1.25	\$165.00	\$206.25
		KWRU			
		- Review and markup of PID drawings for addendum			
9/23/2024	Yanay Ferral	Contract:Admin	0.25	\$100.00	\$25.00
		KWRU Blower/Electrical:			
		-Correspondence with Chelsea regarding pre-bid meeting agenda and sign-in sheet			
9/23/2024	Chelsea Garcia	Contract:Document	1.00	\$100.00	\$100.00
		KWRU Blower and Electrical Upgrades			
		-Correspondence with WEC for necessary documentation			
		-Updated Pre-bid meeting sign-in sheet			



Invoice

Invoice Date: Oct 14, 2024

Invoice Num: 53201

Billing Through: Sep 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/25/2024	Yanay Ferral	-updated pre-bid meeting agenda Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Greg regarding pre-bid meeting rescheduling -Correspondence with Ferrera, Reynolds, and Pedro Falcon regarding rescheduled pre-bid meeting	0.75	\$100.00	\$75.00
9/25/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	3.50	\$165.00	\$577.50
9/26/2024	Yanay Ferral	Contract:Admin KWRU Blower and Electrical Upgrades: -organize files to be located in correct file paths -Update pre-bid meeting agenda and sign in sheet to reflect rescheduled date -Review revisions made by Simon (WEC) on p&id sheets	1.50	\$100.00	\$150.00
9/26/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revise electrical and P&ID sheets per Simons (WEC) comments	1.75	\$100.00	\$175.00
9/26/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	2.50	\$165.00	\$412.50
9/26/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: -Discussed meeting change with WEC staff due to storm	1.00	\$165.00	\$165.00
9/27/2024	Yanay Ferral	Contract:Design KWRU Blower and Electrical Upgrades: -Finalize revisions to P&ID sheets per Simons (WEC) comments. -Correspondence with Simon (WEC) regarding revisions	0.75	\$100.00	\$75.00
9/27/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Review RFI questions received from Pedro Falcon regarding the project and make note of what needs to be addressed -Begin putting together a response form -Review RFI questions with Steve and discuss how to proceed	1.75	\$100.00	\$175.00
9/27/2024	Simon Sainsbury	Contract:Design	3.75	\$165.00	\$618.75



Invoice

Invoice Date: Oct 14, 2024

Invoice Num: 53201

Billing Through: Sep 30, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (23013.011:120) - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU			
		- Review and markup of PID drawings for addendum			
9/30/2024	Simon Sainsbury	Contract:Design	2.75	\$165.00	\$453.75
		KWRU			
		- Review and markup of PID drawings for addendum			

Total Service Amount: \$19,046.25

Amount Due This Invoice: \$19,046.25

This invoice is due on 10/14/2024

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$99,255.00	\$0.00	53116	9/12/2024	\$18,120.00	\$18,120.00	\$0.00

Total Amount Due Including This Invoice: \$19,046.25

PAYABLE UPON RECEIPT



Invoice

Invoice Date: Nov 15, 2024

Invoice Num: 53313

Billing Through: Oct 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/1/2024	Steve Suggs	Contract:Design KWRU Blower Upgrades: - Review of meeting agenda and plan changes in prep for pre-bid meeting	1.00	\$165.00	\$165.00
10/1/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	0.75	\$165.00	\$123.75
10/2/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revise plans to update P&ID drawings and several other minor details -Publish plans and print for Steve to review	2.25	\$100.00	\$225.00
10/2/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum	2.75	\$165.00	\$453.75
10/3/2024	Yanay Ferral	Contract:Admin KWRU Blower and Electrical Upgrades: -Pre-bid meeting prep -Scan in meeting notes and save in folder -Review Nearshore questions for Addendum 1 and save in folder -Correspondence with Lori (WEC) regarding meeting minutes and notes	2.50	\$100.00	\$250.00
10/3/2024	Lori Farthing	Contract:Meeting KWRU Electrical and Blower Upgrades Project-attending prebid meeting and taking notes for the meeting. coordination with staff on meeting time. uploading meeting notes into dropbox and review of notes from Yanay.	2.00	\$160.00	\$320.00
10/3/2024	Yanay Ferral	Contract:Meeting KWRU Blower & Electrical Upgrades: -Attend pre-bid meeting and site walk with potential bidders	2.25	\$100.00	\$225.00
10/3/2024	Steve Suggs	Contract:Meeting KWRU Blower upgrades: -Prep for and attended pre-bid meeting	3.00	\$165.00	\$495.00
10/3/2024	Simon Sainsbury	Contract:Design KWRU - Review and markup of PID drawings for addendum - pre bid meeting	2.50	\$165.00	\$412.50
10/4/2024	Steve Suggs	Contract:Meeting	2.00	\$165.00	\$330.00



Invoice

Invoice Date: Nov 15, 2024

Invoice Num: 53313

Billing Through: Oct 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		KWRU Blower upgrades: -Working on addendum 1 items and plan adjustments			
10/4/2024	Lori Farthing	Contract:Meeting KWRU Electrical and Blower Upgrades Project-typing up prebid meeting minutes and saving in dropbox. correspondence with staff regarding meeting minutes and addendum.	2.50	\$160.00	\$400.00
10/4/2024	Simon Sainsbury	Contract:Design KWRU - pre bid meeting follow-up	3.25	\$165.00	\$536.25
10/7/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Review Lori's (WEC) meeting minutes and revise as needed -Prepare memorandum for RFI questions -Respond to RFI questions with Steve	3.00	\$100.00	\$300.00
10/7/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Review meeting notes -Review examples of RFI response forms for reference	1.00	\$100.00	\$100.00
10/7/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades -Review electrical panel schedules and calculate conversions between amps, kVAs and hp -Begin revising electrical panel schedules	1.75	\$100.00	\$175.00
10/8/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence wit Greg/Chris regarding site visit request from Reynolds Construction -Compile all necessary documents for addendum 1 -Correspondence with prospective bidders regarding Addendum 1	1.75	\$100.00	\$175.00
10/8/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades; -Continue working on preparing all documents to be included in Addendum 1 (pre-bid meeting minutes, bidder questions, etc.) -Revise bidder questions memo with Steve	1.75	\$100.00	\$175.00
10/8/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revision on plans based on comments made during pre-bid meeting -Work with Steve to revise electrical rise diagrams and	6.00	\$100.00	\$600.00



Invoice

Invoice Date: Nov 15, 2024

Invoice Num: 53313

Billing Through: Oct 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/9/2024	Yanay Ferral	panel schedules -Load calculations for proposed panel schedule Contract:Design KWRU Blower & Electrical Upgrades: -Revision of several sheets for Addendum 1 revised plans -Troubleshooting with CADD -Combine revised plan sheets for full revised plan set	3.00	\$100.00	\$300.00
10/9/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Josh (Reynolds) regarding site visit -Correspondence with Steve (WEC) regarding revised plan set	0.50	\$100.00	\$50.00
10/9/2024	Steve Suggs	Contract:Design KWRU Electrical & Blower Upgrades: - Working on Addendum 1 -Revised electrical drawings and calcs.	3.00	\$165.00	\$495.00
10/10/2024	Steve Suggs	Contract:Design KWRU Electrical & Blower Upgrades: - Working on Addendum 1 -Revised electrical drawings and calcs.	3.00	\$165.00	\$495.00
10/15/2024	Chelsea Garcia	Contract:Site Visit KWRU Electrical and Blower Upgrades -Site visit to evaluate the potential expansion of the project scope to expand the blower platform	1.50	\$100.00	\$150.00
10/15/2024	Yanay Ferral	Contract:Meeting KWRU Blower & Electrical Upgrades: -Site Visit with WEC staff and Greg to review scope extension and minor changes/additions	1.50	\$100.00	\$150.00
10/15/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Prepare Addendum 2 for bid due date extension	0.75	\$100.00	\$75.00
10/15/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with prospective bidders regarding Addendum 2 -Correspondence with Jose (Champion) & Greg regarding Champion site visit	0.50	\$100.00	\$50.00
10/15/2024	Steve Suggs	Contract:Site Visit KWRU Electrical & Blower Upgrades: - Site visit to collect data for addendum and additional scope	3.00	\$165.00	\$495.00



Invoice

Invoice Date: Nov 15, 2024

Invoice Num: 53313

Billing Through: Oct 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/17/2024	Yanay Ferral	- Working on Addendum Contract:Design KWRU Blower & Electrical Upgrades -Revise plans based on expanded scope to include electrical platform expansion. -Revise sheets accordingly to accommodate expanded platform -Revise plans with Steve based on expanded scope. Revise electrical riser diagrams and site plans -Research potential new equipment for the CL 17 and sample pump enclosures -Research dimensions for new reuse pump control panel box	4.75	\$100.00	\$475.00
10/17/2024	Steve Suggs	Contract:Site Visit KWRU Electrical and Blower Upgrades: - Working on expanded scope -Working on Addenda 2.	2.00	\$165.00	\$330.00
10/18/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Continue working on revised plans for Addendum 2 -Revise electrical riser diagrams and panel schedules to reflect changes to additional scope -Draft additional sheet to show SCADA flow system -Finalize plans and publish	6.50	\$100.00	\$650.00
10/18/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Prepare Addendum 3 with Steve and compile all necessary documents for submission -Correspondence with prospective bidders regarding Addendum 3	1.75	\$100.00	\$175.00
10/18/2024	Steve Suggs	Contract:Site Visit KWRU Electrical and Blower Upgrades: - Continued Working on expanded scope - Continued Working on Addenda 2. -Finalizing addendum 2	4.00	\$165.00	\$660.00
10/23/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Christian (PF) and Greg (KWRU) regarding PF site visit -Research model/part information for several products to be replaced as part of scope extension	0.75	\$100.00	\$75.00
10/23/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Begin preparing Addendum 4 document for additional questions and bid extension info	1.75	\$100.00	\$175.00



Invoice

Invoice Date: Nov 15, 2024

Invoice Num: 53313

Billing Through: Oct 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/23/2024	Simon Sainsbury	Contract:Document Kwru electrical and blower upgrade Research bid questions for addendum 4	1.50	\$165.00	\$247.50
10/24/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades -Continue preparing Addendum 4 -Correspondence with Steve and Greg regarding received questions -Finalize Addendum 4 and forward to respective bidders	4.25	\$100.00	\$425.00
10/24/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Research CL17 and SC1000 parts through HACH -Correspondence with Steve/Greg regarding which part to move forward with	0.75	\$100.00	\$75.00
10/24/2024	Simon Sainsbury	Contract:Document Kwru electrical and blower upgrade Research bid questions for addendum 4	1.75	\$165.00	\$288.75
10/25/2024	Simon Sainsbury	Contract:Document Kwru electrical and blower upgrade Research and responses to bid questions for addendum 4	2.00	\$165.00	\$330.00
10/28/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Amanda (Reynolds) and Greg regarding site visit	0.50	\$100.00	\$50.00
10/29/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades; -Begin preparing Addendum 5 with most recently received questions	0.75	\$100.00	\$75.00
10/29/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Amanda (Reynolds) and Greg regarding Reynolds site visit	0.25	\$100.00	\$25.00
10/30/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical: -Correspondence with Simon (WEC) regarding answering questions for Addendum 5	0.50	\$100.00	\$50.00
10/30/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades -Work with Steve (WEC) to answer additional questions	1.25	\$100.00	\$125.00



Invoice

Invoice Date: Nov 15, 2024

Invoice Num: 53313

Billing Through: Oct 31, 2024

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/30/2024	Simon Sainsbury	received Contract:Document	3.25	\$165.00	\$536.25
		Kwru electrical and blower upgrade Research and responses to bid questions for addendum 5			
10/30/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Response to questions - Working on Addenda	1.50	\$165.00	\$247.50
10/31/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Research private file upload options for bid submission -Prepare file request link through dropbox for bid submission	0.75	\$100.00	\$75.00
10/31/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -finalize addendum 4 and forward to prospective bidders	0.75	\$100.00	\$75.00
10/31/2024	Simon Sainsbury	Contract:Document Kwru electrical and blower upgrade Research and responses to bid questions for addendum 5	2.50	\$165.00	\$412.50
10/31/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Response to questions - Finalized Addenda	1.00	\$165.00	\$165.00

Total Service Amount: \$13,463.75

Amount Due This Invoice: \$13,463.75

This invoice is due on 11/15/2024

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$13,463.75	\$0.00	--	--	\$0.00	\$0.00	\$0.00

Total Amount Due Including This Invoice: \$13,463.75

PAYABLE UPON RECEIPT

Invoice

Invoice Date: Dec 13, 2024

Invoice Num: 53424

Billing Through: Nov 30, 2024

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/4/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Review received bids with Steve and file accordingly -Correspondence with Greg and Chris regarding received bids	0.50	\$100.00	\$50.00
11/4/2024	Steve Suggs	Contract:Document KWRU Blower Upgrades: - Prelim review of bid packages - Correspondence with Contractors.	0.75	\$165.00	\$123.75
11/5/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Review received bids for responsiveness and responsibility	1.25	\$100.00	\$125.00
11/5/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Begin preparing memorandum for KWRU that compares received bids -Begin preparing excel spreadsheet with bid price comparisons between bidders	1.75	\$100.00	\$175.00
11/6/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Eric Peters (MTS) regarding blower purchase status -Review of blower purchase agreement -Discussion with Steve on how to approach bid comparisons	1.00	\$100.00	\$100.00
11/6/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Finalize bid comparison spreadsheet -Prepare recommendation of award document	2.00	\$100.00	\$200.00
11/6/2024	Steve Suggs	Contract:Document KWRU Electrical Upgrades: - Comparison of bids - Working on recommendation	1.50	\$165.00	\$247.50
11/8/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades: -Finalize recommendation of award -Correspondence with Greg and Chris regarding recommendation of award	0.75	\$100.00	\$75.00
11/8/2024	Steve Suggs	Contract:Document KWRU Electrical Upgrades: Discussed NOA and NTP with WEC staff.	0.50	\$165.00	\$82.50
11/12/2024	Yanay Ferral	Contract:Document KWRU Blower & Electrical Upgrades:	1.25	\$100.00	\$125.00

Invoice

Invoice Date: Dec 13, 2024

Invoice Num: 53424

Billing Through: Nov 30, 2024

KEY WEST RESORT UTILITIES
 6630 Front Street
 Key West, FL 33040-

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		-Prepare NOA for Reynolds Construction -Revise ROA for current date -Revise NOA based on Steves comments -Correspondence with Greg regarding NOA execution			
11/13/2024	Lori Farthing	Contract:Document KWRU Blower and Electrical-performing review of NOA & sent agreement form to Yanay for execution.	0.50	\$160.00	\$80.00
11/13/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Save executed NOA in dropbox. Correspondence with Lori (WEC) regarding NOA -Correspondence with bidders regarding ROA and NOA	0.50	\$100.00	\$50.00
11/15/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Review of bid to determine what contractor needs to provide to proceed with contract -Correspondence with Josh (Reynolds) regarding required documents and how to proceed with contract	0.75	\$100.00	\$75.00
11/20/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Correspondence with Amanda (RC) regarding Reynolds site visit and contract delivery -Correspondence with Greg regarding Reynolds site visit -Correspondence with Jeanie (RC) regarding Reynolds contract -Review Reynolds contract and save in Dropbox. Forward copy to Greg -Set up project in Asana	1.25	\$100.00	\$125.00
11/21/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revise plans towards conformed set	2.50	\$100.00	\$250.00
11/26/2024	Yanay Ferral	Contract:Design KWRU Blower & Electrical Upgrades: -Revise plans towards conformed set	2.00	\$100.00	\$200.00
11/26/2024	Steve Suggs	Contract:Document KWRU Electrical & Blower Upgrades: - Working on conformed set for project - Discussed with KWRU staff	2.00	\$165.00	\$330.00
11/27/2024	Yanay Ferral	Contract:Admin KWRU Blower & Electrical Upgrades: -Briefly review submittals received from Reynolds and	0.25	\$100.00	\$25.00



The Weiler Engineering Corp.

201 W. Marion Ave, Suite 1306,
Punta Gorda, FL 33950
Tel: 941-505-1700 Fax: 941-505-1702
keri@weilerengineering.org
www.weilerengineering.org

Invoice

KEY WEST RESORT UTILITIES
6630 Front Street
Key West, FL 33040-

Invoice Date: Dec 13, 2024
Invoice Num: 53424
Billing Through: Nov 30, 2024

KWRU - Electrical & Blower Upgrades (24013.011:120) - PO#: Fiscal Year 2024-2025 - Managed by (Ed Castle)

Professional Services

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		file accordingly -Correspondence with Amanda (RC) regarding submittals			

Total Service Amount: \$2,438.75

Amount Due This Invoice: \$2,438.75

This invoice is due on 12/13/2024

Account Summary

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Last Inv Num</u>	<u>Last Inv Date</u>	<u>Last Inv Amt</u>	<u>Last Pay Amt</u>	<u>Prev Unpaid Amt</u>
\$15,902.50	\$0.00	53313	11/15/2024	\$13,463.75	\$13,463.75	\$0.00

Total Amount Due Including This Invoice: \$2,438.75

PAYABLE UPON RECEIPT

From: greg@kwru.com
To: ["Olga Vera"](#)
Subject: FW: New Invoices
Date: Tuesday, December 17, 2024 12:43:40 PM
Attachments: [Invoice 53428.pdf](#)

This is approved. The other two that were originally sent, #'s 53424 & 53425 are also approved.

Thank you,
Greg

From: Keri Oliveira <keri@weilerengineering.org>
Sent: Tuesday, December 17, 2024 9:19 AM
To: Ed Castle <edrcastle@me.com>; Greg Wright (greg@kwru.com) <greg@kwru.com>
Cc: Olga Vera <accountant@kwru.com>
Subject: RE: New Invoices

Good morning,

Please see the revised invoice per your request.

I also noticed I did NOT have Ed billed at his correct rate, which is adjusted in this invoice.

I will NOT adjust previous invoices, but I will have the correct rates going forward

Thank you,

Keri Lowe

Corporate Bookkeeper

The Weiler Engineering Corp an Apex Company

201 W. Marion Ave, Suite 1306

Punta Gorda, FL 33950

941-646-8600 – DIRECT

941-505-1700 x 202 Phone

941-505-1702 Fax



From: Ed Castle <edrcastle@me.com>
Sent: Monday, December 16, 2024 2:18 PM
To: Greg Wright (greg@kwru.com) <greg@kwru.com>
Cc: Keri Oliveira <keri@weilerengineering.org>; Olga Vera <accountant@kwru.com>
Subject: Re: New Invoices

Keri, you can put:

0.75 Hours KWRU - Review resubmitted plans for KOTS, send review memo
0.75 Hours KWRU - Emails with Chris re Cow Key Marina grease interceptors, design review meeting with Engineer.

Edward R. Castle, P.E.
Weiler Engineering Corporation

On Dec 16, 2024, at 2:01 PM, <greg@kwru.com> <greg@kwru.com> wrote:

Keri,

On invoice 53423, Ed has a line item on 11/15/24 for 1.5hrs below:

<image003.png>

Is it possible to split out the Cow Key Marina charge from the KOTS charge? We are billing Cow Key Marina for all of Ed's time and we want to have the backup clear for the supporting docs.

Thank you,
Greg

From: Keri Oliveira <keri@weilerengineering.org>
Sent: Friday, December 13, 2024 9:45 AM
To: greg@kwru.com; Olga Vera <accountant@kwru.com>
Subject: New Invoices

Good morning,

Please see the latest invoice's for review and payment

Thank you,

Keri Lowe

Corporate Bookkeeper

The Weiler Engineering Corp an Apex Company

201 W. Marion Ave, Suite 1306

Punta Gorda, FL 33950

941-646-8600 – DIRECT

941-505-1700 x 202 Phone

941-505-1702 Fax

***** We now accept all major credit cards and ACH payments
through a secure online portal (Does NOT allow to Gmail
Accounts) *****

<image002.jpg>

7 DR #2 – Kaeser Invoice 917472859

KW Resort Utilities Corp
6630 Front St
Key West FL 33040

Information

Date of invoice: 04/01/2025
PO number: QT 86987881
PO date: 07/22/2024
KAESER order number: 11457119
Invoice recipient no.: 10108336

Entered by: Tom Saylor
Sales contact: Blowers-Graves, US

Go Paperless! Sign up for e-delivery

Please send recipient name, email address and phone number to accountsreceivable.us@kaeser.com

Sold-to-party 10108336

KW Resort Utilities Corp
6630 Front St
Key West FL 33040

Shipping address 10108336 (further shipping addresses see delivery note)

KW Resort Utilities Corp
6630 Front St
Key West FL 33040

Shipping details

Ship Date: 03/05/2025
Delivery(Incoterms®2020): FCA US Shipping Point
Carrier: Elk Logistics

Delivery note

8013278627

Business note

Ship via: Elk Logistics, Prepaid
(freight line item in sales order)

Invoicing: KWRU wishes to pay using ACH

replaces 917418039 - maximum tax applies

Item	Description	Material	QTY	UM	Unit price USD	Total USD
10	Screw Blower EBS410L SFC 60hp GS3 460v amb	EBS.2C	3.000	PC	82,814.53	248,443.59
	Serial no:	(3816 - 3818)				

Please remit payments to:

Kaeser Compressors, Inc., P.O.Box 946, Fredericksburg, VA 22404, Phone: (540)-898-5500 Fax: (540)-898-5520 www.kaeser.com
A Company with Certified Quality and Environmental Management Systems ISO 9001:2015 and 14001:2015

Item	Description	Material	QTY UM	Unit price USD	Total USD
	1 service manuals included with each,English				
	Country of installation	USA			
	Model	EBS 410 L			
	Operating mode	Gauge pressure			
20	Filter fleece DN150	895411.0	3.000 PC	65.52	196.56
30	Filter mat 216x216x10	7.4519.00040	9.000 PC	16.98	152.82
40	Filter mat 283x283x10	7.4519.00010	3.000 PC	21.99	65.97
50	Filter element E6KE	901520.0	3.000 PC	97.93	293.79
60	Anti-friction bearing grease Unirex N3 4	6.3234.0	3.000 PC	36.01	108.03
70	SIGMA FLUID G-680 1 I	9.0188.20020	12.000 PC	40.77	489.24
80	Equipment submittal PDF	USSUBMTLPDF	1.000 PC	425.00	425.00
	Kaeser's standard equipment submittal in a pdf file (via email) to be supplied. Note on PO if approval is required before release to production.				
90	Equipment specific manual PDF	USMANUALPDF	1.000 PC	425.00	425.00
	Kaeser's equipment specific O&M manual in a pdf file (via email) to be supplied.				
100	Startup Labor	USSTARTUP	2.000 PC	1,500.00	3,000.00
110	On Site Training	USONSITE	1.000 PC	1,500.00	1,500.00
120	Shipping and Handling	US05-FREIGHT	1.000 PC	6,240.00	6,240.00
	Total Price USD				261,340.00
	Sales tax		6.000 %		15,306.00
	Sales Tax Local/City		%		75.00

Please remit payments to:

Kaeser Compressors, Inc., P.O.Box 946, Fredericksburg, VA 22404, Phone: (540)-898-5500 Fax: (540)-898-5520 www.kaeser.com
A Company with Certified Quality and Environmental Management Systems ISO 9001:2015 and 14001:2015

FINAL INVOICE AMOUNT IN USD**276,721.00**

Credit card transaction(s) will have additional fees.

Business note

KW Resort Utilities Corp
6630 Frint St
Key West FL 33040
305-295-3301

EBS410L s/n 3816-3818 Kaeser Fredericksburg ship date 3/6

Payment terms (please use always customer number and invoice number for payment)**Up to 05/01/2025****Terms and Conditions**

This Invoice is subject to the terms and conditions previously agreed upon by Kaeser and the above-named customer.

Please remit payments to:

Kaeser Compressors, Inc., P.O.Box 946, Fredericksburg, VA 22404, Phone: (540)-898-5500 Fax: (540)-898-5520 www.kaeser.com
A Company with Certified Quality and Environmental Management Systems ISO 9001:2015 and 14001:2015

From: greg@kwru.com
To: "Olga Vera"
Subject: FW: KW Resort Utilities Corp - Invoice No. 917418039
Date: Friday, April 11, 2025 10:51:27 AM
Attachments: [image001.png](#)
[KW Resort Utilities invoice 917472859.pdf](#)

Olga,

This is for the new Kaeser blowers that we received. It is good to pay and book to the CWIP Blower and Electrical account. I will forward over the ACH info after this.

Thank you,
Greg

From: -, AR2.us@kaeser.com <ar2.us@kaeser.com>
Sent: Monday, April 7, 2025 11:16 AM
To: yferral@weilerengineering.org
Cc: greg@kwru.com
Subject: Fwd: KW Resort Utilities Corp - Invoice No. 917418039

Yanay,

Please see the attached invoice 917472859 with the tax corrections. The original invoice 917418039 has been cancelled.

Best regards,

Jody Vance

Accounts Receivable Coordinator
Supporting Axiom, Blower, Direct and Mobilair Accounts
tel: (540) 552-0227

us.kaeser.com | Connect with Us!

Kaeser Compressors, Inc.
US Headquarters: | PO Box 946 | Fredericksburg, VA 22404

CONFIDENTIALITY NOTICE:

The information contained in this email and any attachments may be privileged and

confidential information, intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email communication is strictly prohibited. If you have received this email in error, please notify us immediately and delete this email. Thank you for your cooperation.

----- Forwarded message -----

From: -, accountsreceivable.us@kaeser.com <accountsreceivable.us@kaeser.com>
Date: Fri, Apr 4, 2025 at 11:13 AM
Subject: Fwd: KW Resort Utilities Corp - Invoice No. 917418039
To: AR2.us@kaeser.com - <ar2.us@kaeser.com>

Hi,

This pertains to WWT Dist account #10108336

Thank you,

Kristin Dennison

Accounts Receivable Coordinator
A/R Box

----- Forwarded message -----

From: Yanay Ferral <yferral@weilerengineering.org>
Date: Fri, Apr 4, 2025 at 9:28 AM
Subject: KW Resort Utilities Corp - Invoice No. 917418039
To: tom.saylor@kaeser.com <tom.saylor@kaeser.com>, accountsreceivable.us@kaeser.com <accountsreceivable.us@kaeser.com>
Cc: greg@kwru.com <greg@kwru.com>, Steve Suggs <ssuggs@weilerengineering.org>, epeters@mts-florida.com <epeters@mts-florida.com>

Good morning,

The attached invoice was received on March 13 for the KW Resort Utilities Blower Purchase.

Upon further review of the attached, it seems that the taxes as shown are incorrect. Per Florida Statue 212.055, these should be 7.5% of the first \$5,000.00, then 6% of the remaining balance.

I have provided comments in the attached regarding the corrections that should be made.

Please let me know if you have any questions.

Thank you!

Yanay Ferral, E.I.

Design Engineer

The Weiler Engineering Corp

6805 Overseas Highway

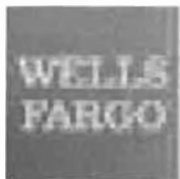
Marathon, FL 33050

Direct – (305) 853-6112

WEILER ENGINEERING CORPORATION

WEC

An Apex Company



Wells Fargo Commercial Banking
1021 E Cary Street, 4th Floor
Richmond VA 23219

January 30, 2024

To Whom It May Concern:

This letter is provided as notification that KAESER COMPRESSORS, INC. maintains a valid account with Wells Fargo Bank, N.A. Account information is shown below.

Bank Name: Wells Fargo Bank N.A.
Bank Address: 420 Montgomery
San Francisco, CA 94104

Account Name: Kaeser Compressors Inc
Account Number: [REDACTED]
Routing Transit Number: 121000248

ACH Routing Transit Number: 121000248

Swift/BIC (Code): WFBUS6S
Currency: USD
CHIPS Participant: 0407

Should you have any questions or concerns, please feel free to contact me at 757-667-3560.

Sincerely,

Stephanie B Parsons
Assistant Vice President
Wholesale Banking Relationship Associate Team Lead

7DR #5a – Blower Upgrade

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

THIS AGREEMENT is by and between KW Resort Utilities Corp. (“Owner”) and
Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project at KW Resort Utilities (KWRU) involves the installation of three new rotary screw blowers (two duty and one spare) equipped with Variable Frequency Drives (VFDs). While the Owner will supply the blowers, the Contractor is responsible for coordinating their delivery, unloading, handling, and installation. To accommodate these blowers, the existing concrete platform will be extended with a reinforced foundation and platform, including an OSHA-compliant stair system and handrails for safe access. Approximately 250 linear feet of 6-inch 316 Stainless Steel Schedule 10 air piping will be installed in two trains to serve the East and West Treatment Tanks, with efforts made to minimize operational disruptions. Once the new blowers are operational, the existing blower building will be demolished to clear space for a new elevated electrical equipment platform. This platform will be pre-engineered and fabricated from aluminum, supported by a concrete foundation built to design specifications. The platform will house new electrical services, including distribution panels and weatherproof NEMA 3R or 4X stainless steel enclosures, with careful coordination required to phase out the existing 600 amp electrical service and transfer loads to the new system without downtime. Additionally, the project includes a comprehensive SCADA system upgrade to integrate the new blowers and enhance remote monitoring, control, and data collection. The upgraded SCADA system will support remote access via Operator Workstations (OWS) and mobile devices, with secure remote control features and redundant cellular network access through AT&T’s FirstNet service. The Contractor will also configure multiple levels of access control to ensure secure operations and provide training for the Owner’s staff on the new system functionalities. Coordination of work with Keys Energy and KW Resort Utilities staff will be required throughout construction. All construction must adhere to the guidelines outlined in the Construction Plans, Bid Documents, and Technical Specifications.

- 2.02 **See attached plan and scope document.**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Weiler Engineering Corporation.
- 3.02 The Owner has retained Weiler Engineering Corporation (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned

to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within **330** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work other than Unit Price Work, a lump sum of: **\$1,599,500.00**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured as the percentage completion of the Work as determined by the Engineer.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. General Conditions (pages i to 65, inclusive).
 - 3. Drawings (not attached but incorporated by reference)
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to 78 inclusive).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and


4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on 11/25/2024 (which is the Effective Date of the Contract).

1.

OWNER: KW Resort Utilities Corp.


By: Greg Wright

Title: Vice President

Attest: 
Title: President

Address for giving notices:

KW Resort Utilities Corp
6630 Front Street
Key West, Florida 33040

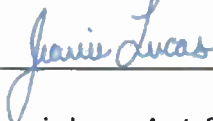
CONTRACTOR:

Reynolds Construction, LLC dba Reynolds
Construction of Florida, LLC

By: 

Title: Kevin Shemwell, Executive VP

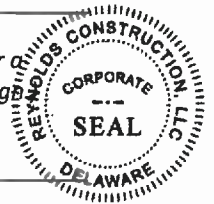
(If Contractor is a corporation, a partnership, or joint venture, attach evidence of authority to sign)

Attest: 
Title: Jeanie Lucas, Asst. Secretary

Address for giving notices:

Reynolds Construction, LLC dba Reynolds Construction of FL, LLC
300 East Broad Street
Fairburn, GA 30213

License No.: CGC1525041
(where applicable)



BID FORM

KWRU Blower & Electrical Upgrades Project

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion.....	4
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

KW Resort Utilities Corp.
6630 Front Street
Key West, Florida 33040

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10/8/2024</u>
<u>2</u>	<u>10/15/2024</u>
<u>3</u>	<u>10/18/2024</u>
<u>4</u>	<u>10/24/2024</u>
<u>5</u>	<u>10/31/2024</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions (if any) at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 *Bidder certifies that:*

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.00	General				
1.01	Mobilization (no more than 5% of bid price)	LS	1	\$79,500.00	\$79,500.00
1.02	Bonds & Insurance (no more than 2.5% of bid price)	LS	1	\$39,500.00	\$39,500.00
1.03	Prepare & Submit Submittals for All Products	LS	1	\$23,500.00	\$23,500.00
1.04	Erosion Control (BMPS)	LS	1	\$2,500.00	\$2,500.00
2.00	Blower				
2.01	Demo & Removal of Existing Blowers, Piping, and Concrete	LS	1	\$30,000.00	\$30,000.00
2.02	Install Rotary Screw Blowers	EA	3	\$10,000.00	\$30,000.00
2.03	Furnish & Install 6” SS 316 SCH.10 Air Piping	LS	1	\$255,000.00	\$255,000.00
2.04	Furnish & Install Butterfly Valves & Fittings	LS	1	\$35,000.00	\$35,000.00
2.05	Install Concrete Platform Extension	LS	1	\$115,000.00	\$115,000.00
2.06	Reroute Existing PVC Pipe	LS	1	\$2,500.00	\$2,500.00
3.00	Electrical				
3.01	Demo Existing Electrical Equipment	LS	1	\$30,000.00	\$30,000.00
3.02	Furnish & Install New Electrical Equipment	LS	1	\$175,000.00	\$175,000.00
3.03	Furnish & Install New Electrical Conduits	LS	1	\$175,000.00	\$175,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
3.04	Furnish & Install New Electrical Wires & Cables	LS	1	\$156,000.00	\$156,000.00
3.05	Removal of Existing Conduits, Wires & Cables	LS	1	\$25,000.00	\$25,000.00
3.06	Furnish & Install Pre-Engineered/Fabricated Aluminum Platform	LS	1	\$85,000.00	\$85,000.00
3.07	Demo Existing Concrete Foundation	LS	1	\$15,000.00	\$15,000.00
3.08	Install New Concrete Foundation	LS	1	\$45,000.00	\$45,000.00
4.00	SCADA Integration				
4.01	Provide and install SCADA System	LS	1	\$245,000.00	\$245,000.00
4.02	Provide and install fiber optic SCADA network	LS	1	\$20,000.00	\$20,000.00
4.03	Provide and Install cellular backup system for SCADA	LS	1	\$12,000.00	\$12,000.00
5.00	Closeout				
5.01	Record Documents	LS	1	\$4,000.00	\$4,000.00
	Total of Bid Items				\$1,599,500.00

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

Total of Unit Price Bids = Total Bid Price \$ 1,599,500.00

One million five hundred ninety-nine thousand five hundred dollars and zero cents

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 330 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 360 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 *The following documents are submitted with and made a condition of this Bid:*

- A. List of Proposed Subcontractors;
- B. List of Project References;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. Contractor's License No.: CGC1525041;
- E. Required Bidder Qualification Statement with supporting data

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

By:

[Signature]

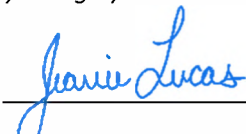


[Printed name] Kevin Shemwell, Executive Vice President

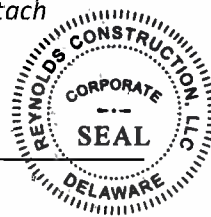
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name] Jeanie Lucas



Title: Assistant Secretary

Submittal Date: ~~10/21/2024~~ 11/4/2024

Address for giving notices:

300 East Broad Street, Fairburn, GA 30213

Telephone Number: (770)969-4040

Fax Number: (770)969-4363

Contact Name and e-mail address: Josh Vondersaar
joshua.vondersaar@reynoldscon.com

Bidder's License No.: CGC1525041
(where applicable)



Key West Resort Utilities Corporation
Mr. Christopher Johnson
6630 Front St
Stock Island, FL 33040

November 4, 2024

RE: KWRU Blower & Electrical Upgrades
Schedule of Work
Immediate Start of Work

Mr. Johnson:

Reynolds Construction is appreciative of the opportunity to submit a bid on the Key West Resort Utilities Blower and Electrical Upgrades project.

In the matter of this project, Reynolds stands ready to start this project within three (3) business days of the issued letter of intent and complete critical submittals on concrete and components upon award as we understand the critical nature of the project.

Reynolds and our electrical contractor will start work on the demolition of the blower equipment on or about the date of the NTP, we expect "boots on the ground" within three (3) business days.

Reynolds and our electrical contractor are both companies who are eager to work with KWRU.

Respectfully Provided:

Reynolds Construction, LLC

A handwritten signature in black ink, appearing to read 'JRV', is written over a light gray horizontal line.

Joshua R. Vondersaar



"Excellence in Engineering"

6805 Overseas Highway
Marathon, Florida 33050
(305) 289-4161 ph
(305) 289-4162 fax

ADDENDUM NO. 1

Issue Date: *October 8, 2024*

Project Name: *KWRU Blower & Electrical Upgrades*

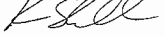
Notice to All Bidders:

The following information contained within this addendum is part of the contact documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By: **Yanay Ferral, E.I. Weiler Engineering, Project Administrator**
Name

PROOF OF RECEIPT

Recipient Signature: 
Print Name: Kevin Shemwell, Executive Vice President
Company: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Date: 10/21/2024



"Excellence in Engineering"

6805 Overseas Highway
Marathon, Florida 33050
(305) 289-4161 ph
(305) 289-4162 fax

ADDENDUM NO. 2

Issue Date: *October 15, 2024*

Project Name: *KWRU Blower & Electrical Upgrades*


Notice to All Bidders:

The following information contained within this addendum is part of the contact documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By: **Yanay Ferral, E.I. Weiler Engineering, Project Administrator**
Name

PROOF OF RECEIPT

Recipient Signature: 
Print Name: Kevin Shemwell, Executive Vice President
Company: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Date: 10/28/2024



"Excellence in Engineering"

6805 Overseas Highway
Marathon, Florida 33050
(305) 289-4161 ph
(305) 289-4162 fax

ADDENDUM NO. 3

Issue Date: *October 18, 2024*

Project Name: *KWRU Blower & Electrical Upgrades*

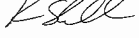
Notice to All Bidders:

The following information contained within this addendum is part of the contact documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By: **Yanay Ferral, E.I. Weiler Engineering, Project Administrator**
Name

PROOF OF RECEIPT

Recipient Signature: 
Print Name: Kevin Shemwell, Executive Vice President
Company: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Date: 10/28/2024



"Excellence in Engineering"

6805 Overseas Highway
Marathon, Florida 33050
(305) 289-4161 ph
(305) 289-4162 fax

ADDENDUM NO. 4

Issue Date: *October 24, 2024*

Project Name: *KWRU Blower & Electrical Upgrades*


Notice to All Bidders:

The following information contained within this addendum is part of the contact documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By: **Yanay Ferral, E.I. Weiler Engineering, Project Administrator**
Name

PROOF OF RECEIPT

Recipient Signature: 
Print Name: Kevin Shemwell, Executive Vice President
Company: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Date: 11/4/2024



"Excellence in Engineering"

6805 Overseas Highway
Marathon, Florida 33050
(305) 289-4161 ph
(305) 289-4162 fax

ADDENDUM NO. 5

Issue Date: *October 31, 2024*

Project Name: *KWRU Blower & Electrical Upgrades*


Notice to All Bidders:

The following information contained within this addendum is part of the contract documents and is binding. Any clarifications, additional information, and changes in scope presented in this addendum shall amend, where noted, previous parts or requirements of the bid documents which are dated prior to the issuance of this addendum.

Prospective Bidders shall acknowledge this addendum by including a signed copy of this page with their bid packages in order to be considered responsive and responsible.

Issued By: **Yanay Ferral, E.I. Weiler Engineering, Project Administrator**
Name

PROOF OF RECEIPT

Recipient Signature: 
Print Name: Kevin Shemwell, Executive Vice President
Company: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC
Date: 11/4/2024

Bidder Qualification Statement

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

Address: 300 East Broad Street, Fairburn, GA 30213

2. SUBMITTED TO: Key West Resort Utilities

3. SUBMITTED FOR: Blower and Electrical Upgrades

Owner: Key West Resort Utilities

Project Name: Blower and Electrical Upgrades

TYPE OF WORK: Blower & Electrical Upgrades

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Kevin Shemwell

Title: Executive Vice President

Phone: 678-231-5350

Email: Kevin.shemwell@reynoldscon.com

5. AFFILIATED COMPANIES:

Name: ReyCon Partners, LLC & ReyCon Tech, LLC

Address: 6225 N County Road 75 E, Orleans, IN 47452

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: Delaware

Date of Organization: 03/01/2016

Members: Please see attached list of officers.

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: State of Florida

Type of License: General Contractor

License Number: CGC1525041

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Travelers Casualty & Surety Company of America

Address: One Tower Square, Hartford, CT 06183

Bonding Agent: Arthur J. Gallagher Risk Management Services, LLC

Address: 1601 Alliant Avenue, Louisville, KY 40299-6338

Contact Name: Will Kantlehner, III

Phone: 502-415-7034

Aggregate Bonding Capacity: \$300,000,000

Available Bonding Capacity as of date of this submittal: \$150,000,000

10. FINANCIAL INFORMATION

Financial Institution: CIBC Bank USA

Address: 120 S LaSalle Street
Chicago, IL 60603

Account Manager: Martin Santellano

Phone: 312-564-2943

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)? Please see attached.

☒ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Armando Exposito

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____	Please see attached EMR information.
YEAR	_____	EMR	_____	
YEAR	_____	EMR	_____	
YEAR	_____	EMR	_____	
YEAR	_____	EMR	_____	

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2019</u>	TRFR	<u>2.95</u>
YEAR	<u>2020</u>	TRFR	<u>1.67</u>
YEAR	<u>2021</u>	TRFR	<u>0.95</u>
YEAR	<u>2022</u>	TRFR	<u>0.67</u>
YEAR	<u>2023</u>	TRFR	<u>1.25</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>949,566.75</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>839,278.75</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>632,863</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>595,293</u>
YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>799,985.25</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2019</u>	DART	<u>2.11</u>
YEAR	<u>2020</u>	DART	<u>1.19</u>
YEAR	<u>2021</u>	DART	<u>0.58</u>
YEAR	<u>2022</u>	DART	<u>0.34</u>
YEAR	<u>2023</u>	DART	<u>0.50</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

Please see attached Equipment list.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

BY: 

TITLE: Kevin Shemwell, Executive Vice President

DATED: 11/4/2024

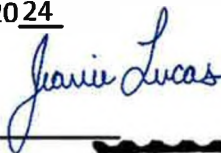
NOTARY ATTEST:

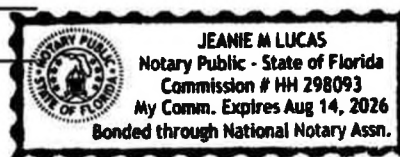
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4 DAY OF November, 2024

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 8/14/2026





REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

OFFICERS

STATEMENT OF QUALIFICATIONS

REYNOLDS CONSTRUCTION COMPANY OFFICERS							
First Name MI Last	Title	Joined company*	Years Exp.	Business Address	City	ST	Zip
Jeff J. Reynolds	Director	1982	40	6225 N County Road 75 E	Orleans	IN	47452
Les F. Archer, PE DBIA	President	2000	36	6225 N County Road 75 E	Orleans	IN	47452
Kevin D. Shemwell	Executive Vice President	2008	22	300 East Broad St.	Fairburn	GA	30213
M. Paul Burton, DBIA	Executive Vice President	1984	38	6225 N County Road 75 E	Orleans	IN	47452
Elizabeth L. Smith	Executive Vice President	1993	29	6225 N County Road 75 E	Orleans	IN	47452
William R. Ryon	Vice President	1986	35	1825 Lebanon Pike	Nashville	TN	37210
John R. Chase	Vice President	2017	18	12421 San Jose Blvd., Suite 200B	Jacksonville	FL	32223
Adam K. Ralph, DBIA	Vice President	2002	18	6225 N County Road 75 E	Orleans	IN	47452
Randolph E. Tummers	Vice President	1991	30	6225 N County Road 75 E	Orleans	IN	47452
Jeffrey P. Berning	Vice President	1999	34	6225 N County Road 75 E	Orleans	IN	47452
Joshua R. Vondersaar	Vice President	2013	24	300 East Broad St.	Fairburn	GA	30213
Eduardo Medina	Vice President	2010	23	12535 Orange Drive, Suite 603	Davie	FL	33330
Scott Huber, PE	Vice President	2019	27	12220 N. Meridian, Suite 175	Carmel	IN	46032
Greg Slone	Vice President	2021	32	6225 N County Road 75 E	Orleans	IN	47452

*The dates indicated are based on when the employee first joined Reynolds Construction, LLC and/or one of the former company's in the Reynolds history (Reynolds, Inc. or Layne Heavy Civil, Inc.).



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SHEMWELL, KEVIN DUANE

REYNOLDS CONSTRUCTION OF FLORIDA, LLC
6225 NORTH COUNTY ROAD 75 EAST
ORLEANS IN 47452

LICENSE NUMBER: CGC1525041

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

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



KWRU Blower & Electrical Upgrades

Subcontractors List

Subcontractor	Trade	Address
Nearshore Electric Inc.	Electrician	5680 1 st Avenue Suite 5 Key West, FL 33040
Skyline Steel Inc.	Metals Fabricator	4987 NW 23 rd Avenue Fort Lauderdale, FL 33309
C.C. Control Corporation	Controls Contractor	5760 Corporate Way West Palm Beach, Florida 33407



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

February 21, 2020

Mr. Kevin Shemwell
Executive Vice President - Southeast Division
Reynolds Construction, LLC
300 E. Broad Street
Fairburn, GA 30213

RE: WRF Improvements, Phase 2 (UV Replacement)
City of Key Colony Beach, Florida
Mittauer & Associates, Inc. Project No. 0604-12-1

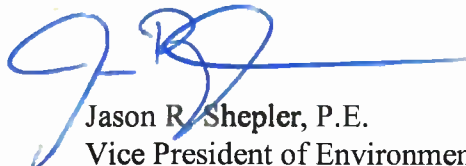
Dear Mr. Shemwell:

I would like to express my appreciation for your team's fine work on the subject Key Colony Beach, Florida project designed by our office. The Reynolds team, lead by Project Manager Josh Vondersaar, were instrumental in the successful completion of this project.

Over the course of construction, we found Reynolds' staff to be very knowledgeable and responsive regarding the completion of the work. They consistently performed in a professional manner, communicated in a clear and timely fashion, and addressed unforeseen issues in the field effectively. The result was a high-quality work product, delivered on time, that the Owner appreciated.

Again, thanks to the Reynolds operations team for their dedicated efforts on our project. We look forward to working with Reynolds Construction on future projects.

Sincerely yours,
Mittauer & Associates, Inc.



Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj



CITY OF
MARATHON, FLORIDA

9805 Overseas Highway, Marathon, FL 33050
Phone (305) 743-0033 | www.ci.marathon.fl.us

March 19, 2019

Mr. Kevin Shemwell, Vice President
Reynolds Construction, LLC
300 East Broad Street
Fairburn, GA 30213

RE: City of Marathon Utilities Projects

Dear Mr. Shemwell,

Regarding the projects listed below, The City of Marathon Utilities Team would like to acknowledge the focus, knowledge, professionalism, dedication, quality of work, and “can do” attitude provided by the Reynolds Operations Team.

The Reynolds Team of Josh Vondersaar, Kevin Conkey, and Jeremy Girod have been dedicated to the job, extremely responsive to change requests and have stayed on schedule and work extremely well with City staff and our engineers. Kevin and Jeremy stay in constant contact with the City’s operations staff to make sure all of the work is coordinated with required plant operations. Nighttime work has been used as have other very creative ideas presented successfully by the Reynolds team. Jeremy and Kevin are a wonder of constant planning and execution. The work seems to flow seamlessly toward completion regardless of the issues of the day.

Reynolds Construction has successfully performed and continues to perform admirably on a number of contracts for the City of Marathon. The following projects have been successfully completed, on time and with-in budget:

- Service Area 6 Force Main Extension (2016-2017)
- Service Area 3 & 4 WWTP Upgrades (2017-2018)
- Service Area 3 Force Main Extension (2017)
- Service Area 5 Membrane Upgrade Project (2018)

Currently we are in progress of a project with the Reynolds Team in Service Area 5 which was awarded on March 13th, 2018 and includes steel tank and glass lined tank repairs, headworks replacement, piping, valves, pumps, control systems, and lots of other miscellaneous work. This project has been a big challenge because it is an upgrade to an existing wastewater treatment plant that is running at 100% capacity during the entire construction project. Currently it is on-time and on budget and we have maintained full compliance with advanced wastewater treatment standards throughout the project.

This operations team has been a pleasure to work with these last several years. Kevin and Jeremy would offer ideas and suggestions about anything that would be beneficial to the project. This gave us an opportunity to draw on their expertise and experience and we took advantage of it regularly. We hope to continue working with them on future projects and appreciate their professionalism and dedication to our projects.

Sincerely,

Daniel Saus

Utilities Director



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

**Mr. Kevin Shemwell, Vice President
Reynolds Construction, LLC
300 East Broad Street
Fairburn, GA 30213**

RE: City of Key Colony Beach

Dear Mr. Shemwell,

Regarding the city of Key Colony Beach UV replacement project completed February 2020 I would like to acknowledge the focus, knowledge, professionalism, dedication, quality of work, and “can do” attitude provided by the Reynolds Operations Team.

The Reynolds Team of Josh Vondersaar and Jeremy Girod have been dedicated to the job and extremely responsive to change requests and have stayed on schedule and work extremely well with City staff and our engineers.

Josh and Jeremy stay in constant contact with the City’s operations staff to make sure all of the work is coordinated with required plant operations.

The Reynolds team attention to detail and planning is obvious in the performance of the installation of our equipment the UV reactors were able to be removed and replaced without any interruption to the facility operation. I was particularly impressed by their attention to safety.

I look forward to working with them again on future projects.

**David L Evans
US Water Service Corporation
Senior Project Manager**

**98310 Overseas Highway * Key Largo * Florida 33037
Telephone: 305-853-5122 * Toll Free: 866-756-8292 * Fax: 305-853-5124**

**4939 Cross Bayou Boulevard * New Port Richey, Florida 34652
Telephone: 727-848-8292 * Toll Free: 866-756-8292 * Fax: 727-848-7701**

FLORIDA KEYS AQUEDUCT AUTHORITY
KERMIT H. LEWIN RO GENERATOR
FACILITY
KEY WEST, FLORIDA



Project Description

Construction of an emergency standby electrical power generation facility consisting of two Tier 2 rated, high-speed emergency engine generators. Each generator will be furnished with an exhaust silencer, protected-type day tanks to be located in separate sprinkled rooms with remote pumps to supply fuel to the engine-generators. The generators will be protected against a 500-year flood event by locating the generators inside a raised building, at an elevation outside the Special Flood Hazard Area (SFHA). The project also includes a 480V motor control center (MCC), network rack, local control panels for both engine generators and fuel tanks, and lighting panel for low voltage lighting and miscellaneous loads. Switchgear and PLC monitoring and controlling the generators will be located in the electrical room in the New Kermit H. Lewin Reverse Osmosis Facility project and provided under a separate contract.

At a Glance

Contract Amount:

\$8,142,448

Notice to Proceed:

May 2, 2022

Est. Completion Date:

December 20, 2024

Owner Contact Info:

FCAA

David Hackworth, Director
(305) 296-2454

dhackworth@fcaa.com

Engineer Contact Info:

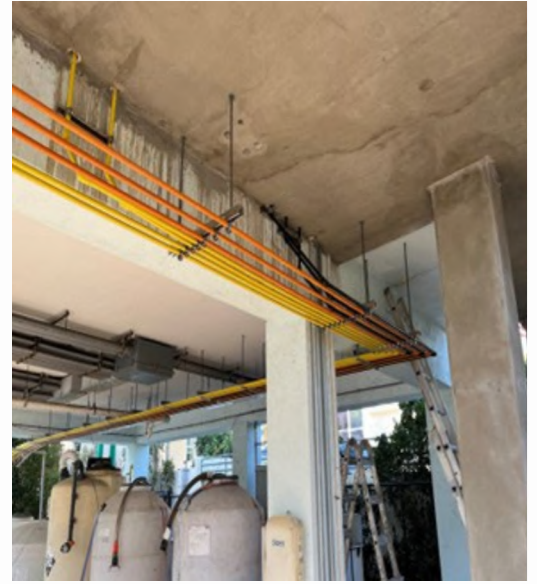
Black & Veatch

Rafael Frias, PE

(913) 458-2000

FriasRE@bv.com

CITY OF MARATHON MARATHON AREA 7 MARATHON, FLORIDA



Project Description

The construction of this project consists of upgrades to the filters and static screen at the Area 7 WWTP. The upgrades include the installation of two-disc filters and a metal platform. Modification to the existing headworks platform as well as the purchase and installation of a new static screen will occur.

At a Glance

Contract Amount:

\$1,236,413.33

Notice to Proceed:

July 1, 2023

Est. Completion Date:

November 10, 2024

Owner Contact Info:

Dan Saus

O: (305) 743-0033; C: (305) 289-5009

Sausd@ci.marathon.fl.us

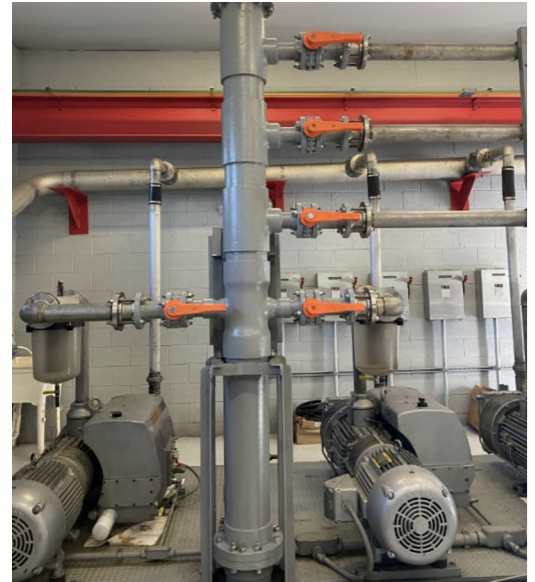
Engineer Contact Info:

Steve Suggs

O: (305) 289-4161; C: (941) 323-1787

ssuggs@weilerengineering.com

KEY LARGO WASTEWATER DISTRICT VACUUM STATIONS MODIFICATIONS KEY LARGO, FLORIDA



Project Description

The Key Largo Wastewater Treatment District is performing capital upgrades of its vacuum pump stations to allow emergency operation using a trailer-mounted vacuum pump skid and control panel. Upgrades will take place at all 7 pump station locations.

At a Glance

Contract Amount:
\$2,641,567

Notice to Proceed:
May 19, 2023

Est. Completion Date:
November 9, 2024

Owner Contact Info:
Peter Rosasco, General Manager
(305) 451-4019

Peter.rosasco@klwtd.com

Engineer Contact Info:
Stephen Suggs, P.E.
O: (305)289-4161 C:(941)323-1787
ssuggs@weilerengineering.org

KEY LARGO WASTEWATER DISTRICT KEY LARGO FILTRATION KEY LARGO, FLORIDA



Project Description

The Key Largo Wastewater Treatment District intends to install a third disc filtration unit to treat its effluent prior to disinfection and disposal. The facility currently has two disc filter units. The third unit will be added to increase throughput and to provide additional reliability. The work includes installation of the new disc filter, including foundation, platform and filtration unit. All associated work needed to provide a fully functional system, including installation of 18" and 20" ductile iron pipe, replacement of booster pump, elevated concrete platform, and electrical work.

At a Glance

Contract Amount:

\$2,196,846

Notice to Proceed:

May 1, 2023

Est. Completion Date:

November 9, 2024

MGD: avg 4.7, peak 9.4

Owner Contact Info:

Peter Rosasco

(305) 451-4019

peter.rosasco@klwtd.com

Engineer Contact Info:

Jessica Huff

O: (305) 289-4161; C: (814) 577-3418

jhuff@weilerengineering.org

CITY OF MARATHON MARATHON WWTP CHEMICAL SYSTEM UPGRADES MARATHON, FLORIDA



Project Description

The City of Marathon's Utilities Department is performing capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the City. These chemical feed systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Underground chemical feed lines will be installed to the locations of various injection points throughout the WWTP and must keep the facility operational at all times during construction. Reynolds' summary of work was to provide elevated deck for chemical feed skids and install chemical feed skid. Each skid shall include multiple pumps for each chemical, including sodium hydroxide, glycerin, alum and sodium hypochlorite liquid solutions. Provide and install chemical storage tanks and all piping, fittings, meters and devices for the chemical feed system to deliver chemicals to the specified locations at the site. Install all necessary electrical components. And provide programming of the chemical feed systems controls, including system startup and testing, and placing the system into operation.

At a Glance

Contract Amount:

\$2,814,132

Notice to Proceed:

January 24, 2022

Completion Date:

September 27, 2024

Owner Contact Info:

City of Marathon
Daniel Saus, Utilities Director
(305) 289-5009

saugd@ci.marathon.fl.us

Engineer Contact Info:

Weiler Engineering Corporation
Steve Suggs, PE
(305) 289-4161

ssuggs@weilerengineering.org

FLORIDA KEYS AQUADUCT AUTHORITY SIGSBEE MASTER LIFT STATION DREDGER'S KEY, KEY WEST, FLORIDA



Project Description

Reynolds worked in conjunction with the Florida Keys Aqueduct Authority (FKAA) to redesign the Engineer's design of a cast-in-place (CIP) wet well to a pre-cast solution. Reynolds worked on a design to allow the existing wet well / pump station to stay in service while operating the new wet well to assure pumping compacity and operations. Additionally, Reynolds' work with the FKAA to redesign a control panel stand and sunshade structure into a combined system for an elevated suspended deck generator pad saving the Owner slab space and assisting with the functionality for maintenance. Underground influent and effluent pipes (4" to 12" PVC – 305 LF Force main, 8" PVC 100 LF) were relocated, replaced and tied in during shutdown sequencing. Reynolds self-performed the sheeting and dewatering operations to place the pre-cast concrete wet well. All work was performed within 120' of the ocean.

At a Glance

Contract Amount:

\$2,719,594

Notice to Proceed:

October 20, 2021

Completion Date:

July 23, 2023

MGD: 1.3

Owner Contact Info:

Florida Keys Aqueduct Authority
David Hackworth
(305) 295-2152

Dhackworth@fkaa.com

Engineer Contact Info:

Carollo Engineers, Inc.
Christopher T. Reinbold, PE
(561) 868-6400

creinbold@carollo.com

CITY OF MARATHON

MARATHON AREA 3, 4, & 5 WWTP UPGRADES

MARATHON, FLORIDA



Project Description

This project upgraded the city's wastewater treatment capacity.

For Marathon Area 3, Reynolds replaced an existing membrane disc filter with a new membrane disc filter, modified existing screenings equipment, installed a new 125,000 gallon field welded steel equalization basin, and replaced existing blowers with new blowers.

For Marathon Area 4, Reynolds installed a new membrane disc filter and rehabilitated the existing sand filters.

For Marathon Area 5, Reynolds upgraded the MBR system, installed a new screening system with free standing elevated steel platform, along with multiple pumping and piping upgrades. The pumps were dry pit installation.

At a Glance

Contract Amount:

\$9,000,617

Notice to Proceed:

January 3, 2017

Completion Date:

January 21, 2022

MGD: 0.9

Owner Contact Info:

City of Marathon

Dan Saus, Utilities Director

(305) 289-5009

sausd@ci.marathon.fl.us

Engineer Contact Info:

Weiler Engineering Corporation

Steve Suggs, Project Manager

(941) 505-1700

ssuggs@weilerengineering.org

CITY OF KEY COLONY BEACH KEY COLONY BEACH KEY COLONY BEACH, FLORIDA



Project Description

The Project consisted of demolition of the existing pre-engineered metal building, furnishing and installing a UV replacement system to be sequentially installed to maintain the water reclamation facility operations; existing electrical, demolition, removal, and replacement; sequenced demolition and temporary services to maintain UV disinfection system during construction of improvements and construction of maintenance I-Beam trolley in existing ISAM Control Room.

At a Glance

Contract Amount:

\$348,967

Completion Date:

August 27, 2021

Owner Contact Info:

City of Key Colony beach

Pat Hyland

(305) 289-1212

Engineer Contact Info:

Weiler Engineering

Steve Suggs

(941) 323-1787

ssuggs@weilerengineering.org

FLORIDA KEYS AQUEDUCT AUTHORITY
BIG COPPITT WWTP
TERTIARY FILTRATION IMPROVEMENTS
KEY WEST, FL



Project Description

Reynolds installed 2 additional disc filters at the Big Coppitt Wastewater Treatment Plant that are being furnished by FKA. Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and Instrumentation and controls upgrades were performed under the supervision of Reynolds.

At a Glance

Contract Amount:

\$784,764

Notice to Proceed:

September 15, 2020

Completion Date:

June 11, 2021

Owner Contact Info:

Florida Keys Aqueduct Authority

David Hackworth

(305) 295-2152

dhackworth@fkaa.com

Engineer Contact Info:

CPH Engineers

Kyle Bechtelheimer

(305) 274-4805

kbechtelheimer@cphcorp.com

Schedule A: Current Experience

We have summarized this listing.
Please contact us for any additional
specific information you would like to see.

PROJECT NAME & LOCATION	BUSINESS ASSOCIATION	OWNER CONTACT	ENGINEER CONTACT	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK
Huntingburg Wastewater Utility Improvements – Division “A” WWTP Huntingburg, IN	Prime Contractor	City of Huntingburg Thomas Dippel, Clerk-Treasurer 812-683-2211 tdippel@huntingburg-in.gov	Commonwealth Engineers, Inc Eric Parsley, P.E., Project Manager 812-453-6064	2/23/2026	Wastewater Treatment Plant	1%	\$34,070,000.00
Peachtree City Design-Build WWFT Improvements Peachtree City, GA	Prime Contractor	Peachtree City Water & Sewage Authority Larry McNeil, Deputy General Manager 770-487-7993 LMcNeil@pcwasa.org	Civil Engineering Consultants, Inc. David Gauker O: 770-977-5747 C: 404-536-7699 david@cecincga.com	2/1/2026	Wastewater Treatment Plant	7%	\$ 5,992,200.00
Mayport PS Rehabilitation Jacksonville, FL	Prime Contractor	American Water Military Michael Digilio, PM 845-667-1177 Michael.Digilio@amwater.com	Ramboll Gaines Barry, Sr. PM 615-277-7503 gbarry@ramboll.com	12/31/2025	Pump Station	5%	\$ 8,403,704.00
Mayport Sewer System Rehab Jacksonville, FL	Prime Contractor	American Water Military Jeff Hollis, Capital Project Manager 573-586-4275 Jeffery.hollis@amwater.com	N/A	12/31/2025	Sewer Pipeline	30%	\$ 5,623,120.00
Cicero WWTP Cicero, IN	Prime Contractor	Town of Cicero Chris Lutz, Town Council President 317-984-4900 clutz@townofcicero.in.gov	United Consulting Engineers Dann Barrett, PE, Project Manager 317-895-2585	12/1/2025	Wastewater Treatment Plant	8%	\$ 19,200,000.00
South Cobb Filtration Rehab Austell, GA	Prime Contractor	Cobb County Water System Wilson Collins O: 770-419-6200 C: 770-419-6466 Wilson.Collins@cobbcounty.org	Jacobs Joel Smith O: 615-354-6002 C: 770-419-6334 Joel.Smith@cobbcounty.org	10/31/2025	Filter Rehab	3%	\$ 3,760,000.00
Spider Creek SSS Storage Project Bedford, IN	Prime Contractor	City of Bedford Misty Adams, Management Coordinator 812-278-4371 madams@bedford.in.gov	Lochmueller Group Todd Trinkle, Project Manager/Regulatory Specialist 812-725-7900 TTrinkle@lochgroup.com	7/25/2025	Pump Station and Water Storage	28%	\$ 15,015,556.00
Glick Wellfield Improvements Project Lafayette, IN	Prime Contractor	City of Lafayette Water Works Steve Moore, Superintendent O: 765-807-1712 C: 765-491-9378 smoore@lafayette.in.gov	Wessler Engineering Andrew Gordon, PE O: 317-788-4551 C: 317-402-2051 AndrewG@wesslerengineering.com	7/1/2025	Wellfield Improvements	27%	\$ 4,238,564.00
NJAW Oak Street Lakewood, NJ	Prime Contractor	New Jersey American Water Madelyn Spinner, P.E., Engineering Project Manager 856-325-9408 Madelyn.Spinner@amwater.com	Gannett Fleming Chris Olson, Design Project Manager 856-745-9234 colson@gfnet.com	7/1/2025	PFAS Removal	8%	\$ 4,498,553.00
Monticello Biosolids Monticello, IN	Prime Contractor	City of Monticello Cathy Gross, Mayor 574-583-9889 mayor@monticelloin.gov	Wessler Engineering Gary Ruston, PE O: 317-788-4551 C: 317-696-1687 GaryR@wesslerengineering.com	5/26/2025	Biosolids Facility System	21%	\$ 1,397,000.00
Chandler Water Transmission Line Chandler, IN	Prime Contractor	Town of Chandler Tyler Kinder, Director of Public Services 812-483-7896 TKinder@townofchandler.org	Beam, Longest & Neff, LLC Pete Wamsley, PE O: 317-806-6021 C: 937-242-5036 pwamsley@b-l-n.com	5/25/2025	Water Line	80%	\$ 14,951,885.00
Chalfont Well No. 11 PFAS Treatment Improvements Chalfont, PA	Prime Contractor	Aqua Pennsylvania Brennan T. Kelley, PE, Sr. Engineer O: 610-645-4297 C: 610-306-7899 btkelly@aquaamerica.com	Mott MacDonald Carolynn A. Zebrowski, PE, DBIA 732-333-3267 carolynn.zebrowski@mottmac.com	4/11/2025	PFAS Removal	18%	\$ 5,263,185.00
Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement Key West, FL	Prime Contractor	City of Key West Albert Childress, City Manager 305-809-3786 planning-dept@cityofkeywest-fl.gov	Black & Veatch Ian McDowell, Manager 305-809-3753 CIMcDowell@cityofkeywest-fl.gov	3/19/2025	Wastewater Treatment Plant	32%	\$ 3,600,000.00

Schedule A: Current Experience

We have summarized this listing.
Please contact us for any additional
specific information you would like to see.

PROJECT NAME & LOCATION	BUSINESS ASSOCIATION	OWNER CONTACT	ENGINEER CONTACT	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK
Cedar Rapids HCW7-Caisson & Laterals Cedar Rapids, IA	Prime Contractor	City of Cedar Rapids Paul Bestick, Utilities Engineer 319-286-5753 p.bestick@cedar-rapids.org	Black & Veatch Barry Schmidt, Civil Engineer 913-458-3660 schmidtbt@bv.com	3/14/2025	Collector Well	58%	\$ 4,032,200.00
Shenango Valley WTP Pretreatment Process Improvements - Phase 1 Sharon, PA	Prime Contractor	Aqua American Pennsylvania Josh Schoff, Sr. Project Engineer O: 412-208-6568 C: 814-341-6533 jpschoff@aquawater.com	Mott-Macdonald Kevin Pugliesi, PE O: 304-212-3032 C: 570-872-4914 kevin.pugliesi@mottmac.com	3/1/2025	Water Treatment Plant	4%	\$ 18,857,000.00
Collector Well Rehabilitation Olathe, KS	Prime Contractor	City of Olathe Paul Kokoruda 913-971-9311 pjkokoruda@olatheks.org	N/A	3/1/2025	Collector Well	35%	\$ 1,543,730.00
US 31 Corridor Infrastructure Investment Project Phase 2A & 2B Water and Sewer Hamilton County, IN	Prime Contractor	Hamilton County Steve Wood, Superintendent 317-776-8493 steve.wood@hamiltoncounty.in.gov	Wessler Engineering Robert Holden, PE O: 317-788-4551 C: 317-490-5342 bobh@wesslerengineering.com	2/28/2025	Wastewater Treatment Plant	43%	\$ 16,880,000.00
Galleria Area Outfall Sewer Replacement Atlanta, GA	Prime Contractor	Cobb County Water System Jake Murray, PE 770-419-6345 Jake.murray@cobbcounty.org	Jacobs Joel Smith, PE 770-419-6334 Joel.smith@cobbcounty.org	2/13/2025	Tunneling	62%	\$ 9,085,328.00
Whitwell ClearWell Whitwell, TN	Prime Contractor	Tennessee American Water Kevin Kruchinski 859-361-1770 Kevin.Kruchinski@amwater.com	HDR Caroline Archer 423-508-3182 770-871-9379 Caroline.archer@hdrinc.com	2/12/2025	Clearwell	19%	\$ 2,089,000.00
First Creek Interceptor Aurora, CO	Prime Contractor	City of Aurora Andrea Long, Principal Engineer O: 720-859-4346 C: 812-760-8717 along@auroragov.org	HDR, Inc Steven Pool O: 303-764-1540 C: 303-250-7938 Steven.pool@hdrinc.com	1/1/2025	Sewer Pipeline	87%	\$ 38,207,894.00
Biosolids Progressive-Design- Build Facility Nashville, TN	Prime Contractor	Metro Government of Nashville and Davidson County Taft McNeal, PE 615-294-7509 taft.mcneal@nashville.gov	SSR (Smith, Seickman and Reid) Richard Chappell P.E., BCEE 615-383-1113 rchappell@ssr-inc.com	12/23/2024	Biosolids Facility System	86%	\$ 30,371,742.00
Hamilton County US 31 Corridor Infrastructure Hamilton County, IN	Prime Contractor	Hamilton County Mark Heirbrandt, Commissioner 317-776-9719 Mark.heirbrandt@hamiltoncounty.in.gov	Wessler Engineering Marty Wessler, PE 317-788-4551 Mwessler@wesslerengineering.com	12/20/2024	Wastewater Treatment Plant	68%	\$ 36,924,000.00
Confidential	Prime Contractor	Confidential	Confidential	12/16/2024	Biogas Facility	78%	Confidential
GP Cedar Springs Outfall Cedar Springs, GA	Prime Contractor	Georgia Pacific Will Turner, Digital Strategy 229-309-4270 will.turner@gapac.com	Parsons Jack Bunton, Director 251-610-5745 jack.bunton@parsons.com	12/15/2024	Marine Service	54%	\$ 8,751,058.00
White River WTP Chlorine Conversion Project Noblesville, IN	Prime Contractor	American Water Indiana Jemesia Jefferson, Engineer 317-525-7215 Jemesia.Jefferson@amwater.com	Gannett Fleming Jamie R Shambaugh, PE 717-503-0692 jshambaugh@gfnet.com	11/22/2024	Water Treatment Plant	75%	\$ 2,802,279.00
SRNG Liberty RNG Confidential, NC	Prime Contractor	Confidential	Confidential	11/15/2024	Biogas Facility	88%	\$ 15,377,141.00
Key Largo Filtration Key Largo, FL	Prime Contractor	Key Largo Wastewater District Peter Rosasco, General Manager 305-451-4019 peter.rosasco@klwtd.com	Weiler Engineering Corporation Jessica Huff, Design Engineer O: 305-289-4161 C: 814-577-3418 jhuff@weilerengineering.org	11/9/2024	Wastewater Treatment Plant	43%	\$ 2,196,846.00

Schedule A: Current Experience

We have summarized this listing.
Please contact us for any additional
specific information you would like to see.

PROJECT NAME & LOCATION	BUSINESS ASSOCIATION	OWNER CONTACT	ENGINEER CONTACT	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK
Key Largo Wastewater Treatment District Vacuum Stations Modifications Key Largo, FL	Prime Contractor	Key Largo Wastewater District Peter Rosasco, General Manager 305-451-4019 peter.rosasco@klwtd.com	Weiler Engineering Corporation Steve Suggs, PE O: 305-289-4161 C: 941-323-1787 ssuggs@weilerengineering.org	11/9/2024	Vac Stations	44%	\$ 2,641,567.00
Town of Cloverdale & Leiber SRA Sanitary Improvements Cloverdale, IN	Prime Contractor	Town of Cloverdale Jason Hartman, Manager 765-795-6033 manager@cloverdalein.com Leiber Park SRA 877-463-6367	HWC Engineering Brain Neilson, PE, LEED AP O: 317-981-1267 C: 317-656-1311 bneilson@hwcengineering.com	11/1/2024	Wastewater Treatment Plant	54%	\$ 7,500,600.00
Terry Ranch Pipeline Greeley, CO	Prime Contractor	City of Greeley Jim Paulson, P.E. C: 970-590-5338 O: 970-350-9814 jim.paulson@greeleygov.com	Providence Infrastructure Consultants Daniel Rice, P.E. 303-997-5035 drice@providenceic.com	11/1/2024	Water Pipeline	82%	\$ 35,974,221.00
James E Quarles WTP Valve & Actuator Replacement Marietta, GA	Prime Contractor	Cobb County- Marietta Water Rita Neely, PE O: 770-514-5293 C: 678-920-3801 rneely@ccmwa.org	Hazen and Sawyer Bevis Piott, Sr. Associate O: 404-459-6363 C: 678-244-6719 bpigott@hazenandsawyer.com	11/1/2024	Water Treatment Plant	64%	\$ 3,821,803.00
AWIN Sheridan WTF Sheridan, IN	Prime Contractor	American Water Indiana Roy Francis, PE 317-885-2417 Roy.francis@amwater.com	Gannett Fleming Jamie R Shambaugh, PE 717-503-0692 jshambaugh@gfnet.com	10/31/2024	Wastewater Treatment Plant	74%	\$ 24,985,785.00
Eastern Utility Extension Zone 4 Waterline Aurora, CO	Prime Contractor	City of Aurora Dean Bedford, PE 720-859-4342 dbedford@auroragov.org	HDR Keith Bushdiecker, PM 303-764-1547 Keith.Bushdiecker@hdrinc.com	10/31/2024	Water Pipeline	82%	\$ 33,652,780.00
CEG Harbour WTP Sodium Hypochlorite Building & Corrosion Inhibitor Noblesville, IN	Prime Contractor	Citizens Energy Group Sarah Wittig, PE, Project Manager O: 317-927-4609 C: 413-329-7868 swittig@citizensenergygroup.com	Black & Veatch Matthew Pierce O: 317-570-8331 C: 260-420-2411 piercemj@bv.com	10/31/2024	Water Treatment Plant	33%	\$ 2,517,600.00
CEG Geist WTP Sodium Hypochlorite Building and Corrosion Inhibitor Indianapolis, IN	Prime Contractor	Citizens Energy Group Sarah Wittig, PE, Project Manager O: 317-927-4609 C: 413-329-7868 swittig@citizensenergygroup.com	Black & Veatch Matthew Pierce O: 317-570-8331 C: 260-420-2411 piercemj@bv.com	10/31/2024	Water Treatment Plant	44%	\$ 3,017,000.00
Kermit H Lewin RO Generator Facility Key West, FL	Prime Contractor	Florida Keys Aquaduct Authority David Hackworth, Director of Engineering 305-296-2454 dhackworth@fkaa.com	Black & Veatch Rafael Frias, PE 913-458-2000 FriasRE@bv.com	10/31/2024	Wastewater Treatment Plant	95%	\$ 8,142,448.00

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Iron Filtration System at Seaman's Neck Road Levittown, NY	Liberty Utilites 15 Buttrick RD Londonderry, NH 03053 Jason Tse 516-273-0419 Jason.Tse@libertyutilities.com	D&B Engineers 330 Crossways Park Drive, Woodbury, NY Phil Sachs 516-364-9890 ext 3401 psachs@bd-eng.com	8/12/2024	Furnishing of plant equipment, replacement of actuators, rebuilding and adjustment of 4 hydraulic flow control valves including removal, disposal, and replacement of iron filter and support media. Modifications and repair to interior filter vessels underdrain piping and spot repair of exterior vessels coating system. Removal, disposal, and replacement of miscellaneous mechanical equipment and replacement of mechanical fastening support. Installation of a post-filtration sodium hydroxide storage and water treatment system with a new chemical safety control system.		100%	\$1,616,448
Duck River New Intake Phase 1 Lewisburg, TN	Marshall County Board of Public Utilities 3562 Verona Caney Rd Lewisburg TN 37091 Chad Dennis, Superintendent O: 931-359-6905 C: 931-224-3147 chadd@mcbpu.com	James C. Hailey & Co 360 Cool Springs Blvd #100 Franklin, TN 37067 Matthew Tucker, PE O: 615-883-4933 C: 731-697-3290 mtucker@jchengr.com	7/12/2024	This project consists of a drill and blast a 27' OD, 50' deep shaft for a new intake for Marshall County Board of Public Utilities. Once the shaft is complete, we will be microtunneling into Duck River via UBM-1200, installing 90' of 60" steel casing with 30" FRP carrier pipe. Other duties include a 3" line, shotcreting the shaft, and installation of gates, valves, and intake screen. This project includes a raw water intake	60"- 90LF	100%	\$5,450,931
AWKY UV Disinfection System Additions Lexington, KY	American Water Kentucky 2300 Richmond Rd Lexington, KY 40502 Austin Thore O: (859) 268-6730 C: (859) 559-9514 Austin.Thore@amwater.com	Stantec 3052 Beaumont Centre Circle Lexington, KY 40513 Bret Lavey 859-552-4909 bret.lavey@stantec.com	6/30/2024	New UV disinfection systems will be integrated and installed into existing infrastructures.	16" DIP- 19,882LF 12" DIP- 440LF 1" Poly- 200LF 8" HDPE- 21,149LF 18" PVC- 85LF 10" PVC- 188LF	100%	Confidential
Sugar Creek WTP Chlorine Conversion Design-Build Franklin, IN	American Water Indiana 1 Water Street Camden, NJ 08102 Conor Bourque, Lead Design Engineer 732-597-0449 Conor.bourque@amwater.com	Gannett Fleming 207 Senate Avenue Camp Hill, PA 17011 Jamie R Shambaugh, PE 717-503-0692 jshambaugh@gfnet.com	6/28/2024	This project is converting an existing chlorine gas system into a bulk sodium hypochlorite system.		100%	\$2,926,677
Long Term Control Plan Phase III Division B WWTP Improvements Project Paoli, IN	Town of Paoli 110 N. Gospel Street Paoli, IN 47454 Danny Hickman 812-788-0342 dhickman@paoli.in.gov	Commonwealth Engineers, Inc. 420 NW 5th Street, Suite 201 Evansville, IN 47708 Eric Parsley O 812-474-1177 M 812-453-6064 eparsley@contactcei.com	3/24/2024	This facility includes an influent lift station, screening, UV disinfection, cascade aeration, a sludge holding tank, a bag dewatering system, chemical phosphorus removal system, and a new effluent sewer and outfall. Reynolds' crew placed and finished an estimated 1,451 cubic yards of concrete in a continuous pour for the new WWTP project.	8" DIP - 80LF 24" DIP - 120LF 18" DIP - 500LF 24" DIP - 50LF 24" DIP - 50LF 30" DIP - 80LF 4" DIP - 200LF 6" DIP - 400LF	100%	\$10,499,666
Metro Water Recovery: PAR1316-Interceptor Rehab Ph3 Robert W Hite Treatment Facility Work Denver, CO	Inliner Solutions, LLC 7915 Cherrywood Loop Kiowa, CO 80117 Baldemar Corral O: 303-646-1200 C: 719-318-5778 Baldemar.corral@puriscorp.com	Metro Water Recovery 6450 York St Denver, CO 80216 Mark Hofmeister O: 303-646-1200 C: 303-638-1049 Mhofmeister@MetroWaterRecovery.com	2/28/2024	Reynolds' scope consisted of the excavation, removal, and replacement of the tops/lids to concrete structures as well as "slip line" install 110" HOBAS (FRP) pipe. The lids on the concrete structures needed to be sawcut and removed for Granite Inliner to gain access to line the existing structures and pipe.	110"-30LF	100%	\$1,795,251
Smith Raw Water EKPC Winchester, KY	East Kentucky Power P.O. Box 707 Winchester, KY 40392 Patrick Bischoff, Principal Engineer 857-229-4684 Patrick.Bischoff@EKPC.coop	GRW Engineering 801 Corporate Drive Lexington, KY 40503 Adalyn Hangy, PM 859-223-3999 AHangy@GRWinc.com	1/31/2024	This project included 12,300' of 10" PVC raw Water line. Replacing a leaking existing raw water main.	10"- 12,300LF	100%	\$3,807,880
Kankakee WTP UV Disinfection Facility Kankakee, IL	Aqua America Illinois 1000 S. Schuyler Ave Kankakee, IL 60901 Tracy Fullen, Engineering Manager O 217-442-3063 M 217-260-6070 tmfullen@aquaamerica.com	Donohue & Associates, Inc. 230 W. Monroe Street, Suite 2925 Chicago, IL 60606 Richard Claus, PE, Sr. PM O 312-583-7241 M 513-453-2347 rclaus@donohue-associates.com	12/15/2023	This project included construction of a UV disinfection facility including intake structures, chemical feeds, coagulation, clarification, filtration, disinfection and delivery to the system via clearwell storage and distribution pumping.	20" DIP - 285 LF 42" DIP - 201 LF	100%	\$10,663,422

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
White River Residual Imps Ph 2 Indianapolis, IN	Citizens Energy Group 2150 Dr. Martin Luther King Jr Street Indianaopolis, IN 46202 Dan Kramer O: 317-327-1033 C: 317-796-3541 dan.kramer@citizensenergygroup.com	Donohue & Associates, Inc. 101 W Ohio Street, Suite 1650 Indianapolis, IN 46204 Richard Claus O: 317-267-4235 C: 317-453-2347 rclaus@donohue-associates.com	11/30/2023	The WTP is equipped with two membrane filter presses and ancillary equipment. These membrane presses were no longer in service. This project included the removal and disposal of the existing presses and construction of a new Belt Filter Press operation along with other miscellaneous improvements to the residuals handling process.		100%	\$3,653,731
Hopewell LSPS Structural, HVAC, and Foundation Repairs Hopewell, VA	American Water Virginia 900 Industrial Street Hopewell, VA 23860 Jim Reilly, DBIA O 856-955-4001 Main 856-955-4222 M 732-904-1344 Jim.Reilly@amwater.com	Gannett Fleming 207 Senate Ave Camp Hill, PA 17011 Jeff Raffensperger O: 717866-5738 jraffensperger@GFNET.com	11/2/2023	Virginia American Water requested Structural, HVAC, and Foundation Repairs to the current Hopewell Low Service Pump Station facility. Reynolds provided Foundational waterproofing, HVAC, and Electrical upgrades to this facility by way of subcontractors. These services helped to update the critical function sof this facility.	6"-200LF	100%	\$563,159
Design-Build High Zone Water Tank Douglas County, CO	Dominion Water & Sanitation District 9250 E. Costilla Ave, Suite 210 Greenwood Village, CO 80112 Andrea Cole 720-531-4210 Andrea.cole@dominionwsd.com	Black & Veatch 4600 South Syracuse Street, Suite 800 Denver, CO 80237 Dan Kugler, P.E. Project Manager, Water 720-834-4200 KuglerDR@BV.com	10/16/2023	Design-build of one 2 million gallon, buried, prestressed concrete water storage tank with cast-in-place concrete slab supported on a compacted granular fill. Installation of adjoining pipe to connect with the Eastern Regional Pipeline consisting of 24" Ductile Iron Pipe (outlet), 30" steel pipe (inlet), and a 24" Ductile Iron Bypass and valving.	30" WSP- 413 LF 24" DIP -459 LF 24" DIP -345LF 30" DIP - 134 LF 12" DIP - 134 LF 4" PVC - 134 LF	100%	\$5,572,130
Tank 18 Blue Zone Transmission Pipeline Castle Rock, CO	Town of Castle Rock 175 Kellogg Court Castle Rock, CO 80109 Matthew B. Hayes 303-210-1678 Mhayes@crgov.com	Town of Castle Rock Engineering Divison 175 Kellogg Court Castle Rock, CO 80109 Matthew B. Hayes 303-210-1678 Mhayes@crgov.com	9/29/2023	A new 16" water main was installed between the existing 16" main in Castle Oaaks Drive and Tank 18. There was 8,250 LF of 16" pipe and installation of all appearances and site restoration.	16"- 8,250LF	100%	\$4,229,515
Windler 36" Waterline Relocation Aurora, CO	Windler Public Improvement Authority 304 Inverness Way South Suite 490 Englewood, CO 80112 Chris Fellows (WPIA President) 303-795-9900 chris@fellowscos.com Barney Fix 303-353-3670	Olsson 1525 Raleigh St, Suite 400 Denver, CO 80204 Clatyon Chabannes O:303-237-2072 C:720-668-6237 cchabannes@olsson.com	8/1/2023	Relocation of a portion, approximately STA 149+00 – 202+50, of the 36" Gun Club Road (42003) that we completed in 2021. This part is going through a future subdivision and needs to be relocated to accommodate those needs.	36" Steel-4,800LF	100%	\$2,306,944
Sigsbee Wastewater Lift Station Replacement Dredger's Key, Key West, FL	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth, PE-Director of Capital Projects 305-295-2151 dhackworth@fkaa.com	Carollo Engineers 2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411 Chris Reinbold 561-868-6400 creinbold@carollo.com	7/23/2023	Reynolds worked on a design to allow the existing wet well / pump station to stay in service while operating the new wet well to assure pumping compacity and operations. Underground influent and effluent pipes ranging in size of 4" to 12" were relocated, replaced and tied in during shutdown sequencing.	4"-45LF 6"-135LF 18"-100LF 12"- 125LF	100%	\$2,719,594
Newbridge Road Well 4A Enclosure Merrick, NY	Liberty Utilities 60 Brooklyn Ave Merrick, NY 11566 Greg Sachs 516-924-7702 Gregory.Sachs@LibertyUtilities.com	D&B Engineers 330 Crossways Park Drive Woodbury, NY 11797 Phil Sachs 516-264-9890 psachs@db-eng.com	6/1/2023	Demolition of Well 4 enclosure, fence, and building and fence foundation. Excavation, controlled backfilling and clearing and grubbing of the area around the enclosure. Construction of reinforced concrete pump and building foundations and building entrance pads, as required for the new building. Furnishing and installation of a new cast-in-place floor slab and precast concrete enclosure and accessories.	12"- 85LF 8"- 50LF	100%	\$1,504,563

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
24Inch Water Main Crossing TN River Loudon, TN	Loudon Utilities 2360 TN-72 Loudon, TN 37774 Larry Joe Dockery, PM 865-458-7587 larryjoe.dockery@loudonutilities.org	CTI Engineers, Inc 112 Durwood Rd, Suite A Knoxville, TN 37922 David L Jones, PE O: 865-246-2750 C: 865-242-1107 F: 865-246-2755	5/31/2023	Installation of 24" water main crossing the TN River, drill & blast, 1063' of 24" ductile iron ball & socket pipe.	24"-1,063LF	100%	\$2,570,289
Dykeer Station GAC Somers, NY	Liberty Utilities 60 Brooklyn Ave Merrick, LI, NY Frank Proscia 516-317-3558 Frank.proscia@libertyutilities.com	Hazen and Sawyer 100 Great Meadow Road, Suite 702 Wethersfield, CT 06109 Matt Hross 860-936-3907 mhross@hazenandsawyer.com	5/31/2023	Project's goal was to add GAC treatment to an existing treatment plant. We constructed a new building to house the new treatment equipment. The treatment equipment was owner supplied but we installed it and tied it in to the existing plant.	6" - 220LF 8" - 60Lf	100%	\$1,232,797
Jefferson St Well Merrick, NY	Liberty Utilities 60 Brooklyn Ave Merrick, NY 11566 Matthew Baccus 516-287-5490 matthew.baccus@libertyutilities.com	D&B Engineers 330 Crossways Park Drive Woodbury, NY 11797 Frank Merklin 516-264-9890 fmerklin@db-eng.com	5/31/2023	This project included the construction of a new concrete pump, building foundations and entrance, furnishing a new cast-in-place floor slab, mechanical piping and supporting equipment, and installing a new well pump and motor for Well 12A	6"-175LF 15"-175LF 12"-25LF	100%	\$1,087,764
Level Creek Interceptor Upgrades Gwinnett County, GA	Gwinnett County 75 Langley Drive Lawrenceville, GA 30046 Jimmy Powell 770-822-8720 C: 678-327-8657 Jimmy.powell@gwinnettcounty.com	Precision Planning, Inc 400 Pike Blvd Lawrenceville, GA 30046 Bill Crowder, PE 770-267-8800	5/5/2023	Construction of approximately 5,115 LF of 24-inch and 48 LF of 8-inch DIP gravity sewer main, 22 concrete manholes, 40 LF of 48-inch – steel casing open cut installation, restoration of all disturbed areas to pre-construction conditions, and all other appurtenances.	24" DIP - 5,115 LF 8" DIP - 48 LF 48" DIP - 40 LF	100%	\$3,291,295
Walnut Creek Lift Station Hampton, GA	Clayton County Water Authority 1600 Battle Creek Road Morrow, GA 30260 Jeff Winston 404-670-8918 jeff.winston@ccwa.us	Hazen and Sawyer 5775 Peachtree Dunwoody Road #D520 Atlanta, GA 30342 Brian Jones 470-427-7188 bjones@hazenandsawyer.com	3/15/2023	Installation of new lift station, including wetwell, screening structure, valve vault, electrical building, generator, piping, and mechanical equipment. Installation of concrete driveway, crush stoned areas, and demolition of existing station once new station was on-line.	18" SDR 26 -700LF 12" SDR 26 -42LF 10" DIP -100LF 8" DIP -40LF 6" DIP -40LF	100%	\$2,738,419
NAS Key West Boca Chica Field - West Fire Pumping Station Key West, FL	Florida Keys Aqueduct Authority 1100 Kennedy Drive Key West, FL 33040 David Hackworth 305-295-2152 dhackworth@fkaa.com	CPH, Inc. 1992 SW 1st Street Miami, FL 33135 Kyle M. Bechtelheimer, PE 305- 274-4805 kbechtelheimer@cphcorp.com	2/24/2023	The project primarily consisted of replacing three fire pumps and motors (2 diesel, 1 electrical), process piping, associated carbon steel piping for upgrades to the fuel systems, water piping and underground (UG) storage tank piping / valves at the West fire pumping stations.	8"- 80LF 10"- 30LF 12" -60LF	100%	\$1,159,876
AWIN Riley WWTP Improvements Terre Haute, IN	American Water Indiana 5200 S Frye St Terre Haute, IN Mike Seals 317-885-2444 Mike.Seals@amwater.com	N/A	1/6/2023	The general work sequence installed temporary piping and pump connections to divert flow to Plant 2, which is currently not in operation. Once the Plant 2 treatment process was stablized and functioning adequetley, Plant 1 was taken off-line for Contractor cleaning and replacement and reapiir of the aeration diffuser grids and associated components. Upon completion of the WWTP inprovments, Plant 1 was reactivate.		100%	\$572,365
Parks and Recreation Pro Fortville, IN	Town of Fortville 714 E Broadway Fortville, IN 46040 Joe Renner, Town Manager 317-485-4044 jrenner@fortvilleindiana.org	RQAW 8770 N St, Ste 110 Fishers, IN 46038 Eric Weflen 317-588-1798 eweflen@rqaw.com	1/3/2023	Reynolds was selected on this project as the Town's BOT partner. The project included facilities within the Fortville Parks & Recreation department and the Town Hall. Reynolds replaced the nonfunctional sport lighting, installed security cameras and access control throughout the park facilities, installed solar panels to increase energy efficiency, and renovation of the existing town hall.		100%	\$2,856,903
Gun Club Road 60" Pipeline-Phase II Aurora, CO	City of Aurora 15151 E Alameda Parkway Suite 5700 Aurora CO 80012 Steven R. Fiori, P.E. 720-859-4327 sfiori@auroragov.org	Dewberry 990 South Broadway, Suite 400 Denver, CO 80209-4275 Mike Kainer, PE 303-951-0617 mkainer@drewberry.com	12/30/2022	Installation of 4,395' of water line along Gun Club Road and Colfax Ave with an additional 458' bore and installed the same under I-70. We connected to the 60" Phase I on the south end and the existing 30" line on the north end.	60" WSP - 4,395 LF	100%	\$7,516,743

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Mooresville WTP UV Disinfection Facility Mooresville, IN	American Water Indiana 153 North Emerson Avenue Greenwood, IN 46143 Jared Burnett Phone 317-885-2428 Fax 317-885-2431 jared.burnett@amwater.com	Gannett Fleming 207 Senate Avenue Camp Hill, PA 17011 Timothy Glessner 717-886-5378 tglessner@GFNET.com	10/31/22	Construction of new WTF including aeration, an aerated water detention tank, chemical application, pressure filtration, finished water storage, and high service pumping. Construction of two (2) spent backwash water equalization tanks, equipped with a floating decanter, clarified water recycle pumps, residuals pumps, chemical, electrical, instrumentation and control (I&C) and other supporting operational, pumping equipment, and electrical facilities.	4"DIP-700'LF 6"DIP-500' LF 14" DIP-80'LF 16"DIP-50'LF 18"DIP-400'LF 20"DIP-600'LF 24"DIP-220'LF 3/4"PVC-4300'LF 2"PVC-400'LF 2.5"PVC-200'LF 4"PVC-1300'LF 6" PVC-40'LF 1/2"CU-1200'LF 3/4" CU-100'LF 3/4" HDPE-1100'LF	100%	\$18,774,595
State Road 61 Water Main Extension Project Boonville, IN	City of Boonville 135 South 2nd St Boonville, IN 47601 Mayor Charles R Wyatt 812-897-1230 boonvillemayor@gmail.com	Midwestern Engineers, Inc. 802 West Broadway Street, Loogootee, IN 47553 Clint Roos 812-295-2800 812-296-0102 croos@midwesterneng.com	9/30/2022	Reynolds was selected to complete a water main extension project along state road 61. This project included the installation of approximately 16,000 lineal feet of 12" PVC SDR-21 Class 200 water main commencing from near the intersection of Division Street and Yankeetown Road and continuing south and ultimately west to the intersection with Huffman/Jenner Road. The city of Boonville has a new residential development being developed and needed a water utility to be in place.	12" PVC SDR 21 - 15,445' LF	100%	\$1,607,876
Cherry Creek Interceptor Parker, CO	Parker Water & Sanitation District 18100 E. Woodman Dr, Parker CO 80134 Rebecca Tejada 720-842-4261 rtejada@pwsd.org	Jacobs 9191 South Jamaica Street, Englewood, CO 80112-5946 Ethan Ford, P.E 720-286-5862 ethan.ford@jacobs.com	9/25/2022	Installation of 2.5 miles of 12-inch, 21-inch, 24-inch, 30-inch, 36-inch and 48-inch PVC and GRP sanitary sewer interceptors; trenchless crossing's, one existing storm sewer box outlet structure; and connections to the South Water Reclamation Facility including a flow splitter structure.	12"- 12 LF 21"- 2368 LF 24"- 500 LF 30"- 300 LF 36"- 6309 LF 48"- 2314 LF	100%	\$14,646,613
Cleaning and Redevelopment of Radial Collector Well Perth Amboy, NJ	City of Perth Amboy and Middlesex Water Company PO Box 167 Islein, NJ 08830 Richie Niziolek 732-221-1762 rniziolek@middlesexwater.com	N/A	9/19/2022	Cleaning and rehabilitation of horizontal laterals in radial collector well. Post maintenance inspection and testing of the collector indicated the cleaning and rehabilitation techniques employed were successful in restoring lost efficiency and production. Scope of services also included pre- and post-maintenance performance testing of the well complete with lateral flow analysis and underwater diver inspection.		100%	\$627,400
PWSD MH Replacement Parker, CO	Parker Water & Sanitation District 18100 E Woodman Dr Parker, CO 80134 Jarod Baylie 303-841-4627 Jbaylie@pwsd.org	Providence Infrastructure Consultants 303 Plaza Dr, Suite 320 Highlands Ranch, CO 80129 Mickey Kavanaugh 303-997-503 mkavanaugh@providenceic.com	9/2/2022	Replacement of failing 60" Outside Drop Manhole. Involved installing 2 additional MHs on each side of failing MH, setting up bypass pumping operations, removal of the failing (it was fallin =g apart) MH and ~70' of existing 27" RCP, installing a new drop MH and 27" PVC.	27"- 100LF	100%	\$554,848
Spurlock U1 & U2 Air Heater Maysville, KY	East Kentucky Power Cooperative 4775 Lexington Road Winchester, KY 40392 David Begley 606-305-1894 david.begley@ekpc.coop	Stanley Consultants, Inc. 225 Iowa Ave. Muscatine, Iowa 52761 Doug Einck 563-264-6 EinckDouglas@Stanleygroup.com	9/1/2022	The purpose of the project was to eliminate the need for maintenance staff to install temporary pipe throughout the plant to perform the air heater wash cycles. This solution will also ease the traffic flow throughout the plant during these air heater wash cycles.	6" HDPE- 1400 LF 12" SDR 11 HDPE- 350 LF	100%	\$1,769,171
Louisville Southern Water Pipeline Supply Expansion Project Louisville, CO	City of Louisville Public Works 749 Main Street Louisville, CO 80027 Cory Peterson 303-335-4610	Murraysmith 1157 W Century Drive, Suite 220 Louisville, CO 80027 Joel Price 970-567-8020	8/12/2022	Project consisted of building an additional raw water line from Louisville Reservoir to Hecla Reservoir (roughly 2.5 Miles). Installation of both 16" ductile iron pipe and 18" high-density polyethylene (HDPE) pipe. Appurtenances included roadway crossings (horizontal directional drilling), and water meter vault connection.	16" DIP- 10,110 LF 18"HDPE- 800 LF 36" DIP- 150LF	100%	\$2,916,687

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Iowa Dairy Biogas Doon, IA	GEVO, Inc. 345 Inverness Drive South, Building C, Suite 310 Englewood, CO 80112 Chris Ryan 303-858-8358 CRyan@gevo.com	Merrick 5970 Greenwood Plaza Blvd., Greenwood, CO 80111 Bridget King, PE, PMP, Project Manager 303-353-3537 812-363-5468	7/31/2022	The project included the construction of anaerobic digesters and supporting process facilities located at Rock River Jerseys, Meadowvale, and Winding Meadows Dairies, and one gas upgrading (RNG) facility.		100%	\$32,446,150
Belmont Ash Slurry Indianapolis, IN	Citizens Energy Group 2020 N Meridian St. Indianapolis IN 46202 Ben Reed 317-927-4609 breed@citizensenergygroup.com	Donohue & Associates, Inc. 101 West Ohio Street, Suite 820 Indianapolis, IN 46204 Greg Garmes 317-267-8200 ggarnes@donohue-associates.com	7/19/2022	Removal and replacement of 2 parallel 8-inch glass lined FRP ash slurry pipelines- approximately 4,400 linear feet. Pipeline replacement included all bends, fittings, control valves for discharge on each line as well as 2 additional discharges from each pipeline. Rehabilitation and painting of all pipe supports & construction of 7 new pipe supports to replace selected supports.	8" glass lined FRP - 4,400 LF	100%	\$1,780,632
Sheridan WW System Sheridan, IN	American Water Indiana 801 East 2nd Street Sheridan, IN 46069 Mike Seals 317-885-2444 Mike.Seals@amwater.com	Wessler Engineering 6219 South East Street Indianapolis, IN 46227 Robert Holden, PhD, P.E. , BCEE 317-788-4551 Fax: 317-788-4553	6/30/2022	Demolition of existing concrete digester, installation of new Headworks consisting of new 60" Interceptor manhole, New Raw Sewage Lift Station, Headworks screening area, New Concrete Splitter Box, new Biolac Lagoon, Refurbishment of existing Biolac Lagoon, new 65' Secondary Clarifier, New Chlorine Contact Tank, new RAS/WAS Wet Well/Lift Station, interconnecting U/G Piping, new Disinfection System utilizing Chlorine Gas and Bisulfate feed systems , added blower with new Aeration System (Lagoons & Existing Digester,) Ferric System Upgrades, and a total I&C SCADA system.	20" DIP- 180 LF 18" DIP- 100 LF 14" DIP- 400LF 12" DIP- 40, LF 8" DIP- 540 LF 4" DIP- 700 LF 1.5-6" DIP- 2,100 LF 16" DIP- 80 LF	100%	\$6,825,324
Park 48 Water Main Replacement Bloomington, IN	Cook Medical 750 N. Daniels Way Bloomington, IN 47404 Eric Bomba 800-457-4500 eric.bomba@cookmedical.com	Cook Group 600 N. Profile Parkway Bloomington, IN 47404 Brent Conner 812-339-2235 Brent.Conner@CookGroup.com	6/28/2022	There was a leak in the fire loop, so we replaced it with a new system consisting of 5,559 LF of 4"-12" HDPE, some open cut installation, some was horizontal directional drilled.	4" HDPE- 125 LF 6" HDPE- 200 LF 10" HDPE- 865 LF 12" HDP-4,400 LF	100%	\$1,367,269
Thornton Water Project – Segment A Phase I Pipeline Early Works – E 128th Avenue to Quince Thornton, CO	City of Thornton 9500 Civic Center Drive Thornton, CO 80229 Eduardo Moreno 720-977-6272 Eduardo.Moreno@thorntonco.gov	AECOM 7595 Thecnology Way, Suite 200 Denver, CO 80241 Martin Garcia, PE 303-694-2770 martin.garcia@aecom.com	5/30/2022	Installation of 2,221' of 42" raw water line under Quebec St plus bore and installation of 194' of the same under E 128th Ave on the north end of the project. Additionally there were (3)-2" fiber optic lines and (5) fiber optic manholes along the alignment.	42" WSP - 2,221 LF	100%	\$1,886,747
Omohundro Intake No 4 Metro Water Services Nashville, TN	Metro Government of Nashville and Davidson County 730 Second Ave. South Suite 112 Nashville , Tn. 37210 Richard Woodroof 615-862-4639 615-566-3598 Richard.Woodroof@nashville.gov	Greshem Smith 222 Second Avenue S., Suite 1400 Nashville, TN 37201 Ben Luke 615-770-8100	5/26/2022	Reynolds' scope of work was to install 12" ductile iron pipe 372' from station 2+88 to the new Passive Intake screen. Reynolds removed the old screen, cleaned around and inside the existing intake #4. 300' of the pipe was installed in the river bottom with the use of divers. Pipe and screen work in the river was installed off of a Barge platform with use of a long stick excavator and an 80 ton crawler crane	12' DIP- 433 LF	100%	\$2,447,123
Slide Gates Indianapolis, IN	Shea-Kiewit JV 1736 S. West Street Indianapolis, Indiana 46225 Percy Townsend 317-887-5273 percy.townsend@jfshea.com	N/A	5/25/2022	Installation of (3)- separate Slide Gates w/ actuators, SS Trash Racks, and concrete fillets. All the sites involved permitted confined spaces.		100%	\$1,674,592
Raw Water Intake Line Replacement Counce, TN	First Utility District of Hardin County 7075 Highway 57 Counce, TN 38326 Larry Vandiver 731-689-4454	Barge Design Solutions INC. 615 3rd Ave South, Suite 700 Nashville, TN 37210 Partrick Stephens 615-254-1500	5/17/2022	This project moved location and replaced the existing 24" Raw water intake. The project consisted of constructing 755-feet of 30-inch raw water intake influent line in Pickwick Lake. The new line was partially supported on H-Pile support frame in the deepest part of the lake. The new intake line, raw water intake screen with isolation valving, H-Pile structure, hydroburst system, and necessary electrical gear to support the hydroburst system.	30" DIP- 755 LF	100%	\$2,378,892

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Savannah River Dissolved Oxygen Injection System Port Wentworth, GA	Southern Nuclear Operating Company 3535 Colonnade Parkway, BIN N-218-EC Birmingham, AL 35243 *no contact name, due to Reynolds being a subcontractor	Wood Environment & Infrastructure 1075 Big Shanty Road, NW, Suite 100 Kennesaw, GA 30144 David Price 770-421-7022 david.d.price@woodplc.com	5/1/2022	This project installed oxygen generation equipment that supplies super-oxygenated water into the Savannah River. Project required the installation of approximately 35,000 SF of Tensar TX7 geogrid to stabilize the ground for the pre-engineered canopy pad. Oxygen generation equipment includes air compressors, after coolers, dryers, filters, receiver tanks and O2 generators. Piping consists of type L copper with ProPress fittings. Nine HDPE pipe downcomers were installed into the Savannah River.	.5"-4" Copper-1,500LF	100%	\$5,958,035
44th Avenue Townhomes Retaining Wall Nashville, TN	Red Seal Construction 425 Huehl Road Bldg 18 Northbrook, IL Michael Larson 847-417-5602 mlarson@redsealhomes.com	NOLCOR 2000 Glen Echo Rd, Suite 212 Nashville, TN 37215 J David Gibbs, PE 615-924-6820 dgibbs@nolcor.net	2/28/2022	The project constructed a 450-foot retaining wall. The project involved pre-drilling 60 each, 36-inch drilled shaft thru both soil and rock, installing HP14x117 beams (piles) and concreting the rock embedded portal of the shaft. 10-inch-thick reinforced precast concrete panels was installed between the piles. Strip drains were installed in granular material between each panel to prevent any water from accumulating behind the wall.		100%	\$743,434
Marathon Area 3, 4, & 5 WWTP Upgrades Marathon, FL	City of Marathon 9805 Overseas Hwy Marathon, FL 33050 Dan Saus – Utilities Director 305-289-5009 F 305-289-4123 sausd@ci.marathon.fl.us	Weiler Engineering Corporation 201 W. Marion Ave, Suite 1306 Punta Gorda, FL 33950 Steve Suggs, PM 941-505-1700 ssuggs@weilerengineering.org	1/21/2022	Area 3: Replacement of an existing disc filter with a new disc filter, modification to existing screenings equipment, installation of a new equalization basin and replacement of existing blowers with new ones. Area 4: Installation of a new disc filter and rehabilitation of existing sand filters Area 5: Upgrade to the MBR system, installation of a new screening system with free standing elevated steel platform, along with multiple pump and piping upgrades. The pumps were dry pit installation..	8" PVC pipe- 100 LF underground 2" to 14" PVC pipe- 400 LF exposed	100%	\$9,000,618
Progressive Design-Build (Target Cost) Hopewell WTP Industrial PS Electrical Bldg, Chemical, and UV Facilities DB Project Hopewell, VA	American Water Virginia 900 Industrial Street Hopewell, VA 23860 Jim Reilly, DBIA O 856-955-4001 Main 856-955-4222 M 732-904-1344 Jim.Reilly@amwater.com Leslie M.B. Steves, PE Leslie.Steves@amwater.com	Gannett Fleming P.O. Box 67100 Harrisburg, PA 17106 Jeffrey Raffensperger 717-763-7211 jraffensperger@gfnet.com	12/31/2021	Construction of a new Chemical Feed/UV Building: UV system – 8.6 MDG avg flow per train x 2 trains. New Industrial Pump Station with (2) 6,000 gpm and (2) 8,000 gpm VT pumps. New Post Chem Feed building, Modifications to existing chem feed buildings, New Chemical systems, day tanks, bulk tanks, etc. New Electrical switchgear, mcc's, Underground DIP, Above ground DIP, valves, etc. New chemical and electrical ductbanks. Misc. Demo, relocates, tie-ins and taps. Demoed and removed old foundation and abandoned pipe to construct the IPS building, Demoed/abandoned misc old underground infrastructure to install new, Demoed an old containment basin and ammonia tank (above ground), Demoed/abandoned multiple underground electrical ductbanks.	14" DIP - 60 LF 18" DIP - 80 LF 24" DIP - 260 LF 30" DIP - 100 LF 36" DIP - 600 LF 42" DIP - 300 LF 24" DIP - 100 LF 12" RCP - 130 LF 18" RCP - 80 LF 24" RCP - 90 LF ¾" - 6" PVC - 5000 LF	100%	\$23,526,916
Eastern Pipeline Project Douglas County, CO	Dominion Water & Sanitation District 8390 E Crescent Parkway Suite 500 Greenwood Village, Colorado 80111 Jon Diebel (retired) 303-888-3486 Jdiebel17@gmail.com Jon Bambei (retired) 303-350-9343 John.bambei@gmail.com Bob Neal (now with Metro Wastewater) 303-548-9794 bneal@metrowaterrecovery.com Evan Bahn 303-523-0380 Evan.bahn@dominionwsd.com	Providence Infrastructure Consultants 4901 East Dry Creek Road, Suite 210 Centennial, CO 80122 Daniel Rice 303-997-5035 drice@providenceic.com	12/31/2021	This project was to construct the Eastern Regional Pipeline for DWSD extending from the Town of Castle Rock to DWSD's mid zone storage tank in Sterling Ranch. The ERPP involved the installation of approximately 12-miles of potable waterline including 27,000 LF of 24" DIP, 37,000 of 30" welded steel pipe, associated BFDs, CARVs, and low-point blowoffs.	24" DIP - 27,000 LF 30" Steel - 37,000 LF	100%	\$27,281,913

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Confidential	Confidential	Confidential	12/10/2021	Improvements to the existing facility on base including installation of 2 Trojan UV3000 Plus Systems, 2 Slide Gates for UV Equipment Isolation, modifications to existing chlorine contact basin that includes granular fill and reinforced concrete, modifications to the existing Electrical MCC.		100%	Confidential
Canyons Filing 1, 6th Amendment – Storm, Roadways, Water, and Sanitary Castle Pines, CO	The Canyons Metropolitan District No. 7 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Kristen D. Bear, Esq. kbear@wbapc.com 303-858-1800	Atwell, LLC 143 Union Boulevard, Suite 700 Lakewood, CO 80228 Chris Sveum 303-928-6733 csveum@atwell-group.com	12/10/2021	Construction of the public infrastructure relating to streets and utilities, including: paving, sidewalks, curb & gutter, striping, signage, storm, water, sanitary. Installation of 5525' of 8" sanitary sewer along with 83 service stub-outs, 4805' of 8" water line with 83 services including curb stops & meter pits, 415' of storm sewer conduits of various sizes, 5 storm inlets, 2 storm manholes, construction of detention pond, 415' of trickle channel, along with 2 forebays and an outlet structure, and 545' of maintenance road.	8" PVC - 5,525 LF 8" PVC - 4,805 LF	100%	\$1,967,178
Pre-Treatment and Pumping Facility (East Plant) Improvements Brownsburg, IN	Town of Brownsburg 61 N. Green Street Brownsburg, IN 46112 Kathy Dillon 317-852-1114	GRW Engineers 801 Corporate Drive Lexington, KY 40503 Darren Wells 317-347-3650	11/14/21	Reynolds furnished all labor, equipment, materials, and services to construct, install, test, start-up, and place into operation the East Plant Improvements Reynolds also completed all related civil/site work, process mechanical, rchitectural, structural, HVAC, plumbing, electrical, and instrumentation & control work		100%	\$1,050,017
Batesville Waterworks Batesville, IN	City of Batesville 7 N. Eastern Avenue P.O. Box 97 Batesville IN 47006 Eric Laker, Water Utility Manager 812-934-3811 elaker@batevillein.us	Curry & Associates, Inc. 110 Commerce Drive Danville, IN 46122 Lori A. Young, P.E. 317-745-6995	11/1/2021	Construction of a new WTP consisted of site piping, site improvements, ion exchange softening, plant piping and valves, water meters, chemical feed equipment, high service pumps, bulk storage/brine tanks, backwash holding tank and pumps, 1,000,000 gallon clearwell tank, HVAC, domestic water piping, motor control centers, electrical, SCADA control system, emergency standby generator including equipment pad, conduit and conductors.		100%	\$5,811,504
Cobb County West Side Loop Section 2 36-inch Water Main Replacement Austell, GA	Cobb County Marietta Water Authority 1170 Atlanta Industrial Drive Marietta, GA, 30066 Chris Dillard, PE, PMP 770-514-5218 Fax 770-514-5225 cdillard@ccmwa.org	Freese & Nichols 360 Interstate North Parkway, Suite 250 Atlanta, GA 30339 J Carleton Sherrer, PE 770-799-6432 Carleton.sherrer@freese.com	10/30/2021	Replacement of an existing 36" Prestressed concrete cylinder water main nearing its end of use. Installation of approximately 19,500 LF of new 36" DIP within an active roadway to replace the existing main.	36" DIP – 19,500 LF	100%	\$17,624,995
Muncie WTF Phase 2 Improvements Muncie, IN	American Water Indiana 555 E County Line Road Suite 201 Greenwood, IN 46143 Roy Francis 317-407-0238 roy.francis@amwater.com	Gannett Fleming 207 Senate Avenue Camp Hill, PA 17011 Tim Glessner 717-763-7211 tglessner@GFNET.com	9/30/2021	Construction of a new chemical building, new raw water intake and pump station. Construction of an addition to the existing admin building, and misc. ancillary work.	30" -180 LF 4"-476 LF 4" -100 LF 6" -162 LF 30", 42" - 72 LF 30" - 36 LF 42" - 90 LF 36" -198 LF 16"- 90 LF	100%	\$19,700,415
Newbridge Road WTP Iron Filtration North Bellmore, NY	American Water New York 60 Brooklyn Ave Merrick, NY 11566 Matthew Bacchus, EIT O 516-632-2245 M 516-287-5490 matthew.bacchus@amwater.com	D&B Engineers and Architects, P.C. 330 Crossways Park Drive Woodbury, NY 11797 Frank X. Merklin O 516-364-9890 ext. #3999 F 516-364-9045 fmerklin@db-eng.com	9/30/2021	Reynolds provided the following: site piping, Valves and actuators, rebuilding and adjustment of four (4) hydraulic flow control valves, removal, disposal and replacement of iron filter and support media, modifications to interior filter vessel underdrain piping, interior and exterior vessel coating repairs, new post-filtration sodium hydroxide storage and treatment system with new chemical safety control system.		100%	\$1,090,734
Marston WTP/ Pump Station Upgrades and Entrance Improvements Denver, CO	Denver Water 1600 W 12th Ave Denver, CO 80204 Rob Bowman 303-817-4775 Rob.Bowman@Denverwater.org	Denver Water 1600 W 12th Ave Denver, CO 80204 Nathan Smith 303-396-4187 Nathan.Smith@Denverwater.org	8/18/2021	Installation of new electrical controls, starters, MCC, transformers and Disconnect switch. Refurbishment of 9 existing pumps and controls valves that were from the 1970's and had not been refurbished to date. Installation of a new hydraulic power system for the control valves.		100%	\$12,309,108

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Gun Club Rd 36" Pipeline Aurora, CO	City of Aurora 15151 E Alameda Pkwy Aurora, CO 80012 Steve Fiori 720-859-4327 sfiori@auroragov.org	Dewberry 990 S. Broadway, Suite 400 Denver, CO 80209 Melinda Brown, P.E., LEED AP 303-951-0634 F 303-825-2322 M 303-906-2440 mbrown@dewberry.com	8/15/2021	Installation of 19,450 feet of 36-inch diameter welded-steel treated water pipeline. Construction of air release/vacuum and blow-off appurtenances, as well as in-line valves.	36" WSP-19,450 LF	100%	\$7,591,810
Kiewit Long Ridge Energy Generation Hannibal, OH	Kiewit 8900 Renner Blvd Lenexa, KS 66219 Brandon Douglas 913-689-4337 Brandon.Douglas@kiewit.com	McKim & Creed 300 Bilmar Dr #150 Pittsburgh, PA 15205 Jonathan Shimko 412-385-4132	8/13/2021	The project consisted of renovating an existing surface water intake facility, including a raw water pump station, installed on the Ohio River in Hannibal OH. The facility now provides 3,000 GPM of water to a new 610 MW combined cycle power plant constructed by Kiewit.	14" WSP - 622 LF	100%	\$2,895,124
Cobb 2021 Blow Off Acworth, GA	Cobb County Marietta Water Authority 1170 Atlanta Industrial Drive Marietta, GA 30066 Chris Dillard, P.E., PMP O 770-514-5300 F 770-514-5225 cdillard@ccmwa.org	Engineering Strategies, Inc. 3855 Shallowford Road, Suite 525 Marietta, GA 30062 David Erel 770-429-0001 derel@esi-ga.com	6/22/2021	This project included replacement of outlets in CCMWA transmission line. Under this contract, existing 48" and 36" lines were taken out of service, segments of pipe with outlets removed and then replaced with new DIP, MJ tees, Valves and surrounded by precast concrete manholes. As part of this, CCMWA reconfigured some of their inter-connects to improve their system.	48"DIP-20LF 36"DIP-6LF	100%	\$1,086,291
Big Coppitt WWTP Tertiary Filtration Improvements Key West, FL	Florida Keys Aqueduct Authority 1100 Kennedy Drive, Suite 307 Key West, FL 33040 David Hackworth, PE 305-296-2454 dhackworth@fkaa.com	CPH, Inc. 1992 SW 1st Street Miami, FL 33135 Kyle Bechtelheimer, PE 305-274-4805 kbechtelheimer@cphcorp.com	6/11/2021	Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and Instrumentation and controls upgrades were performed under the supervision of Reynolds.	8" PVC and DIP- 120LF 4", 6", 8" 10" -140LF	100%	\$784,765
Huntingburg WTP Huntingburg, IN	City of Huntingburg 508 E 4th Street Huntingburg, IN 47542 Brad Coomer 812-683-2211	Midwestern Engineers, Inc. 802 W. Broadway Street Loogootee, IN 47553 John Wetzel 812-295-2800	5/19/2021	Div. I – Water Main Replacement Along U.S. 231/Main Street: Approximately 6,000 L.F. of new 8" and 10" water main and appurtenances. Connections to Existing Mains. Div. II – WTP Improvements: New Raw Water Intake Pump Station. New Set of Flucculators, Clarifiers and Gravity Filters. Improvements/ Modifications to the Existing Chemical Feed Systems. New Backwash and Blowdown Tanks. New Sludge Drying Beds. Div. III – WTP Improvements – Solar Field Addition	8" and 10" - 6,000 L.F	100%	\$4,903,940
Georgia Pacific Riverbank Stabilization Cedar Springs, GA	Georgia Pacific 12551 GA-273 West Cedar Springs, GA 39832 TR Henderson, GP Manager 229-372-5443	LEA P.O. Box 2830, 3996 Perimeter Road Valdosta, GA 31604 Clayton Milligan 229-253-0900	5/12/2021	Marine Services- Clear and grub approximately 400LF of river bank on the Chattahoochee River. Remove all soil deemed not suitable and replace with suitable soil. River bank slope is to be Graded to a 2-1 slope. Once soil was placed and tested for compaction Filter fabric was put in place, the entire area was covered with Rip Rap beginning at the bottom of the slope to the top of the slope.		100%	\$1,611,463
Spurlock Station, East Kentucky Power Cooperative Maysville, KY	East Kentucky Power Cooperative 4775 Lexington Road Patrick Bischoff 859-229-4684 Patrick.bischoff@ekpc.com	GRW Engineers 801 Corporate Dr Lexington, KY Joe Henry 859-223-3999 ext 213 jhenry@grwinc.com	5/2/2021	Construction of the Temporary Containment and Pumping project at EKPC's Spurlock Generating Station in Maysville, KY consisting of a duplex VFD driven pump station, concrete containment structure, parking/road aggregate pavement, polymer feed building, 12" HDPE force main, site grading, together with all related work.	4" PVC - 140 LF 12" HDPE - 900 LF	100%	\$1,926,008
Downtown WWTP Improvements Project Jeffersonville, IN	City of Jeffersonville 1420 Bates Boyer Avenue Jeffersonville, IN 47130 Reynolds was a subcontractor to: Dugan & Meyers 11110 Kenwood Road Cincinnati, OH 45242 Josh Tummers 513-891-4300 jtummers@dugan-meyers.com	Lochmueller Group, Inc. 331 Quartermaster Ct. Jeffersonville, IN 47130 Donald Wilson 812-725-7900	4/23/2021	Reynolds was a subcontractor to Dugan & Meyers. We installed 1,128 LF of 36" DIP and 215 LF of 60" DIP Sewer Pipeline as part their WWTP improvement project.	36" DIP – 1,128 LF 60" DIP – 215 LF	100%	\$1,574,543

Schedule B:

Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Historic Miramar Infrastructure Phase 3 Miramar, FL	City of Miramar 13900 Pembroke Road Miramar, FL 33027 Jody C. Kirkman, PE, Director of Utilities O 954-883-5065 C 954-268-0431 jkirkman@miramarfl.gov Robin Bain, PE, Assistant Director of Utilities C 623-217-7202	AECOM 800 South Douglas Road, 2nd Floor, North Tower Coral Gables, Florida 33134 Scott Lee, P.E., Senior Design Engineer Jim Penkosky, P.E., Senior Project Manager Everette Lopez, Project Manager Gino Mora, Engineering Inspector P 305-444-4691 F 305-447-3580	3/31/2021	The total project area covers approximately 211 acres and included adding drainage, gravity sewer, watermain, forcemain, septic to gravity sewer conversions, asbestos pipe removal, and a lift station that serves over 700 residents. 125 Sewer Structures. Lift Station: Tremie Method of installation 32' feet deep Asbestos Pipe Removal: 10,300 Linear Feet Pipe Grouting: 8,674 Linear Feet	Gravity Sewer 8" PVC SDR 26-31,144 LF 10" PVC SDR 26 -1,411 LF Forcemain 4" DIP -32 LF 8", 10" DIP - 1896 LF Watermain 4",6", 8" DIP - 35,698 LF 10", 12", 16" DIP - 12,899 LF	100%	\$21,265,543
Coal Pile Runoff Pond Supplemental Storage Maysville, KY	East Kentucky Power Cooperative 4775 Lexington Road PO Box 707 Winchester, KY 40392 Patrick Bischoff 859-744-4812 859-744-4864 patrick.bischoff@ekpc.com	GRW Engineers 801 Corporate Drive Lexington, KY 40503 Adalyn Haney 859-223-3999 F 859-519-4507 ahaney@grwinc.com	3/4/2021	Construction of the Coal Pile Runoff Pond Supplemental Storage project consisted of a quadplex principal spillway pump station, including influent channel, valve vault and submersible pumps, approximately 3,100 LF of 24" HDPE force main, approximately 1,200 LF of ditch improvements including grading, liner and concrete bottom installation, and a new emergency spillway consisting of an 8ft x 8ft concrete outlet structure, two (2) 3ft x 6ft box culverts and headwalls.	24" HDPE- 3,100LF	100%	\$5,219,030
Emlenton Raw Water Emlenton, PA	Aqua America Pennsylvania 762 West Lancaster Ave Bryn Mawr, PA 19010 Michael L. Convery, PE 610-453-0027 MLConvery@aquaamerica.com	Entech Engineering 1524 West College Ave, Suite 206 State College, PA 16801 Michael Daschbach 814-404-3937 MDaschbach@entecheng.com	3/4/2021	Installation of an 8" raw water intake in the Allegany River. It consisted of 2 half screens mounted on concrete anchors in the deepest point of the river. Installation of ductile iron pipe from the screens at station 2+87 to station 0+70. From this point there was a directional drill which included installation of an 8" HDPE. The directional drill was installed inside an existing dry well. Inside the dry well the HDPE was connected to existing pumps that will complete the installation of the new raw water intake system.	8" TR Flex DIP - 220 LF 8" HDPE - 70 LF	100%	\$2,447,984
Cobb James E Quarler Dewater Liquid Lime System Improvements Marietta, GA	Cobb County Marietta Water Authority 1170 Atlanta Industrial Dr. Marietta, GA 30066 Lance Buchanan O 770-514-5220 C 678-296-0750 lbuchanan@ccmwa.org	Hazen and Sawyer 5775 Peachtree Dunwoody # D520 Atlanta, GA 30342 Bevis Pigott O 404-459-6363 C 678-244-6719 bpigott@hazenandsawyer.com	1/31/2021	Demolition of an existing slaked lime system. Construction of a new liquid lime system in outside concrete containment, including tanks, pumps, piping, and valves. Construction of a new liquid lime feed pump skid and a new sludge condition tank inside the existing building. The system was constructed while maintaining continuous operation on the old system until the new system was online.	8-12" DIP - 60 LF 2" PVC - 200 LF	100%	\$2,150,484
Cobb County Hwy 41 Northwest 20" Parallel Pipeline Marietta, GA	Cobb County Marietta Water Authority 1170 Atlanta Industrial Drive Marietta, GA 30066 Jacob Wilson 770-514-5291 Jacobwilson@ccmwa.org	Engineering Strategies, Inc. 3855 Shallowford Rd, Suite 525, Marietta, GA 30062 Pedro Rossello 770-429-0001 prossello@esi-ga.com	1/17/2021	Installation of a pipeline parallel to an existing 24" prestressed concrete cylinder pipe (PCCP) located on the west side of Cobb Parkway with approximately 12,000 LF of 20" zinc coated ductile iron pipe (DIP) water main to be located on the east side of Cobb Parkway and through US Army Corps of Engineers property for Lake Allatoona, Jacking & Boring of 36" steel casing, open cut crossing of Lake Allatoona during annual lowest water level in winter and other connections to existing stub outs.	20" DIP- 12,000 LF	100%	\$3,257,935
Denver Water ALSLR (Accelerated Lead Service Line Replacement) Denver, Colorado	Denver Water 1600 W 12th Ave Denver, CO 80204 Alexis Woodrow 303-628-6000 Alexis.Woodrow@denverwater.org	AECOM 6200 S Quebec St Greenwood Village, CO 80111 James Roberts 303-694-2700 james.roberts1@aecom.com	12/21/2020	Investigation of existing materials used in the service line by inspection of the line entering the property inside, and potholing outside to verify as needed. Those containing any lead or galvanized material were replaced. Reynolds successfully replaced 22,000 LF of copper pipeline, for a total of 340 lines replaced.	¾" & 1" copper- 22,000 LF	100%	\$5,151,679

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Columbus Dewatering Columbus, IN	Columbus City Utilities 1111 McClure Rd. Columbus, IN 47201 Scott Dompke, P.E., Director 812-372-8861 Randy Duckworth, Manager of Wastewater Operations 812-447-8684	GRW Engineers 9001 N. Wesleyan Road, Suite 200 Indianapolis, Indiana 46268 Darren Wells, P .E., BCEE, Project Manager M 317-347-3650 F 317-347-3656	12/5/2020	Reynolds installed new sludge dewatering equipment for the Columbus WTP. Installation included new non-potable water supply piping, new centrifuge, appurtenances, output conveyor, sludge feed pump, new polymer feed equipment, interior, process valves and piping modifications, together with all related civil/site work, process, architectural, structural, plumbing, electrical, and instrumentation & control work.		100%	\$1,372,960
Citizens Energy CSO Indianapolis, IN	Citizens Energy Group 2150 Dr. Martin Luther King Drive Indianapolis, IN 46202 Tracy Black 317-429-3930	American Structurepoint, Inc 9025 River Rd #200 Indianapolis, IN 46240 Kaitlyn Bilodeau 317-547-5580	11/30/2020	The Work of this Contract comprises the construction of CSO 013 Consolidation Sewer — Phase 2 project, a combined sewer overflow project consisting of a 17'x 22' Concrete diversion structure, precast manholes, and 629 LF of 78" Micro tunnel with a 60-inch Hobas Carrier pipe. This project included the demolition of the existing LS 528 and installing new pumps, piping, etc. including 4 vertical turbine flygt submersible pumps: (2) 15 HP pumps,(2) 3 HP pumps 3 large construction shafts	60" Hobas – 408 LF 60" Hobas – 121 LF 18" PVC – 143 LF 12" PVC – 19 LF 12" DI – 23 LF	100%	\$7,015,831
Withlacoochee WWTP Secondary EQ Basin Valdosta, GA	City of Valdosta 1016 Myrtle Street Valdosta, Georgia Daryl Muse 229-259-3592	Lovell Engineering Associates 3998 Inner Perimeter Rd Valdosta, GA 31602 Clayton Milligan 229-253-0900 ext. 24 clayton.milligan@lea-pc.com	11/13/2020	Construction of a lined 7.26 MG excavated basin, a new pump station, and associated gravity pipe and forcemain. The liner system included 115,000 SF of a 200 MIL non-woven geotextile, a geosynthetic clay liner, and a 60 MIL HDPE geomembrane.	24" DIP – 230 LF, gravity 16" DIP – 150 LF, gravity 12" DIP – 120 LF, forcemain	100%	\$1,793,504
I-69 Utility Relocation Project Bloomington, IN	City of Bloomington Utilities 600 E Miller Dr Bloomington, IN 47401 Vic Kelson, Director 812-349-3930	GRW Engineers 9001 N. Wesleyan Road, Suite 200 Indianapolis, IN 46268 George Miller 317-347-3650 glewis@grwinc.com	11/9/2020	Relocation of utilities in conjunction with INDOT's I-69 improvements. Work involved relocating existing sewers and other utility improvements at multiple locations along the I-69 corridor between mile markers 117 and 124.	20" PVC-48 LF 18" PVC-45 LF 15" PVC-503 LF 10" PVC-345 LF 8" PVC-536 LF 6" PVC-119 LF	100%	\$2,337,354
Plum Creek Raw Water Return Pipeline Project Douglas County, CO	Town of Castle Rock/Castle Rock Water 175 Kellog Court Castle Rock, Colorado 80109 Matt Hayes 303-510-1678 mhayes@crgov.com Matt Benak 720-733-6037 MBenak@crgov.com	Providence Infrastructure Consultants 4901 East Dry Creek Road, Suite 210 Centennial, CO 80122 Daniel Rice 303-997-5035 drice@providenceic.com	10/27/2020	Installation of approximately 30,000 of 30" welded steel pipe, associated BFs, CARVs, and low-point blowoffs. The pipeline was installed in public right-of-way and private property and included tunneled crossings of BNSF Railroad, SH 67 and N. Meadows Blvd (Total of 4 tunnels).	30" Steel - 30,000 LF	100%	\$13,976,804
Hamilton SE Booster Fishers, IN	Citizens Energy Group 2150 Dr. Martin Luther King Jr. St. Indianapolis, IN 46202 Mr. Bruce Cooley P.E. 317-498-9964 BCooley@CitizensEnergyGroup.com	Greeley and Hansen 7820 Innovation Blvd. Suite 150 Indianapolis, IN 46278 Amanda E. White 317-744-2872	10/26/2020	Addition of a pre-built, self contained booster station constructed and delivered by Engineered Fluid Inc. Installation of 800 LF of 20" ductile iron pipe for connection to the customer's existing system. Reynolds was responsible for all testing of pipe and connections. The station was placed to support future growth and a new water tower on the Station site.	20"-800 LF	100%	\$1,598,428
Design-Build Jefferson City Service Area New Service Center DB Project Water Jefferson City, MO	American Water Missouri 906 W High St Jefferson City, MO 65109 Robert Goeltz C: 314-996-2308 O: 866-430-0820	Stark Mechanical 7566 Sandalwood Dr. Indianapolis, IN 46217 317-995-9333 sales@starkmechanicalllc.com	9/25/2020	New construction of office and garage consisting of: Office building: 7,000 sq foot structural steel frame with metal studs, brick façade and an architectural metal roof. Garage: 12,800 sq ft, is accessed from the office and is a pre-engineered metal structure		100%	\$3,073,994

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Citizens Reservoir Project Fishers, IN	Citizens Energy Group 10997 Olio Road Fishers, IN 46040 Bruce L. Cooley, P.E. 317-927-4793 BCooley@citizensenergygroup.com	Arcadis, Inc. 150 W. Market Street, Suite 728, Indianapolis, IN 46204 Stéphane Jousset 317-236-2877 917-361-6835 stephane.jousset@arcadis.com	7/18/2020	Citizens Energy Group converted the Geist Quarry into a raw water storage reservoir to provide additional water supply and to supplement the existing system. Geist Quarry now provides approximately 3 billion gallons of additional water storage.		100%	\$5,920,658
Design-Build Presidents Street Bio-Solids Dryer Facility Savannah, GA	City of Savannah City Hall, 2 Bay Street Savannah, GA Lester Hendrix, PM 912-651-6620 F 912-650-7839 lhendrix@savannahga.gov	Parsons Water & Infrastructure 4701 Hedgemore Drive Charlotte, NC 28209 Patrick Brooks, PE, Sr. VP of Water Construction and Business Development 703-218-6292 Patrick.brooks@parsons.com	6/1/2020	Reynolds designed, obtained permits, furnished and installed the necessary structures, equipment, storage, piping, electrical, and control systems comprising a complete and fully functional “Class A” solids dryer facility for the dewatered primary and waste solids generated at the President Street water reclamation facility, as well as the separate but adjacent Sludge Dewatering Facility.		100%	\$21,227,719
Allisonville Rd Water Treatment Facility Noblesville, IN	American Water Indiana 555 E County Line Road Suite 201 Greenwood, IN 46143 Roy Francis, PE, PMP Senior Project Engineer 317-407-0238	Gannett Fleming PO Box 67100 Harrisburg, PA 17106-7100 Jeff Raffensperger 717-763-7211 jraffensperger@GFNET.com	5/31/2020	Design-build of a new 4.5 MGD groundwater treatment facility to increase capacity of the system and to provide iron and manganese removal. Construction of the new plant was independent from their existing plant. The new plant capacity is 6.0 MGD expandable to 10 MGD. To satisfy the current and future demands in Noblesville, additional source of supply, treatment and pumping was required.		100%	\$17,083,911
TW Moses Basin Indianapolis, IN	Citizens Energy Group 2150 Dr. Martin Luther King Jr. Street Indianapolis, IN 46202 Ben Reed 317-927-4609 breed@citizensenergygroup.com	CMID 941 N Meridian St, Suite C Indianapolis, IN 46204 Dave Steiner 317-917-4260 dsteiner@cmidinc.com	5/31/2020	Replacement of flocculator equipment and baffle walls. Repaired concrete tanks while they were down		100%	\$1,957,257
Newburgh WTP Consolidation & Chlorine Conversion Newburg, IN	American Water Indiana 153 North Emerson Avenue Greenwood, IN 46143 Jared Burnett, El. 317-885-2428 F 317-885-2431 jared.burnett@amwater.com	Black & Veatch 8415 Allison Pointe Blvd. Indianapolis, IN 46250 Amanda Canida 317-288-3843 F 317-570-8356 CanidaA@bv.com	4/30/2020	The Newburgh WTF Consolidation and Chlorine conversion project scope of work includes the design, permitting and construction of all improvements including a proposed 2MGD filter expansion, high services pump replacement, a liquid chemical storage, feed and containment system for sodium hypochlorite (12.5%), a permanent standby generator and installation of a 2 MGD well at the Scuffletown Wellfield.		100%	\$3,498,997
Town of Wolcott Water Improvement Project Division “A” – Water Treatment Plant Wolcott, IN	Town of Wolcott 101 West North Street Wolcott, IN 47995 Robert Thomas 219-863-8758 F 219-279-2172 rthomas@wolcottindiana.org Chad Reynolds 219-863-8757 F 219-279-2172 creynolds@wolcottindiana.org	Commonwealth Engineers, Inc. 7256 Company Drive Indianapolis, IN 46237 Rob Bellucci, PE 317-888-1177	3/25/2020	Construction of a new WTP, including a new forced aeration unit, two new high service pumps, new horizontal pressure filter, chemical feed equipment, mechanical and HVAC systems, new SCADA system, and associated water mains, valves, plumbing, sanitary sewers, earthwork, electrical work, connections to existing water mains, and all other work required for the complete and fully operational plant.		100%	\$1,904,304
North Pressure Zone Water Main Improvements Cumming, GA	Forsyth County Department of Water & Sewer 110 E Main St, Suite 150 Cumming, GA 30040 Kyle Fikes 678-455-8384 DKFikes@forsythco.com	Brown and Caldwell 990 Hammond Drive, Suite 400, Atlanta, GA 30328 Scott Adams 770-673-3637 F 770-396-9495 shadams@brwnncald.com	1/27/2020	Installation of approximately 13,000 LF of 20” & 24” Ductile Iron water main along Mayfield Drive, Jot Em Down Road, & Grindle Road. (2) live 12” tie-ins utilizing a wet tap w/ tapping saddle, (3) 36” jack & bores & (1) open cut creek crossing. This project was located within existing road right of way & easements.	24” DIP- 12,969 LF 20” DIP -1007 LF	100%	\$1,363,618

Schedule B: Reynolds Construction Projects Last 5 Years

Project Name & Location	Owner Address	Engineer Address	Final Completion Date	Description	Pipe Length & Width	Status	Final Contract Amount
Key Largo Disinfection Basin Key Largo, FL	Key Largo Wastewater District Laura Weinstock 103355 Overseas Highway Key Largo, FL 33037 laura.weinstock@klwtd.com 305- 451-4019	N/A	1/22/2020	Removal of existing coatings, spot repairs in any locations where the concrete was in need of repairs by injecting a corrosion inhibitor along the full length of the cold joint, resurfaced the concrete and applied a high-performance protective coating system. Installed effluent DI piping and valves for emergency removal. This work consisted of coring through the disinfection basin wall in one location, and installing piping, valves and other fittings as necessary to construct the emergency disposal piping.		100%	\$343,104
Little River Outfall Evans, GA	Columbia County Water Authority 1130 Maple Ridge Court Evans, GA 30809 Matthew Gibbs, Wastewater Manager O 706-650-5006 M 706-868-4264 mgibbs@columbiacountyga.gov	Turnipseed Engineers 4210 Columbia Rd Building 3 Augusta, GA 30907 Kenneth Green, PE O 706-863-8800 kgreen@gbtengineers.com	12/31/2019	Construction of an additional outfall line to the Savannah River. The project consisted of the installation of approximately 2625 LF of 36" DIP sewer line, 484 LF of river crossing pipe and a new river diffuser. In addition, modifications to the existing diffuser were completed. The project required crossing significant wetlands, the Little river, and terminated with a diffuser in the Savannah river.	36" - 2140 LF 36" - 400 LF	100%	\$4,017,414
Conduit 16 Denver, CO	Denver Water 1600 West 12th Avenue Denver, CO 80204 Ryan Haas 303-628-7270 ryan.hass@denverwater.org	HDR 1670 Broadway, Suite 3400 Denver, CO 80202 Mike Gossett O 303-318-6280 M 720-252-3393 michael.gossett@hdrinc.com Dewberry 990 S. Broadway #400 Denver, CO 80209 Randy Parks rparks@dewberry.com	12/20/2019	Installation of five Conduit No 16 tunnels. All included (96-inch min. diameter, 120-inch max. diameter) including furnishing and installing 84-inch diameter steel carrier pipe.	84" steel 5,494 LF	100%	\$24,084,023
TN River Crossing Waterline Chattanooga, TN	American Water Tennessee 1500 Riverside Drive Chattanooga, Tennessee 37406 Kurt Stafford 866-736-6520 Kurt.Stafford@amwater.com	CTI Engineers, Inc. 1122 Riverfront Parkway Chattanooga, TN 37402 Jerry Hightower 423-267-7613 F 423-267-0603 jhightower@ctiengr.com	11/27/2019	Installation of a new 30" water line to provide supplemental clean water to AWTN customers North of the Tennessee River. Project involved laying DIP crossing the River	30" DIP-1,800 LF	100%	\$3,270,099



Reynolds Construction, LLC List of Pending Claims

Legal Claim/ Litigation	Type	Relationship to Claimant	Date Entered	Description	Status
Reynolds Construction, LLC vs Campbells Excavating, Inc.	Litigation	Defendant	5/9/2024	Defendant claims Reynolds owes rental payment for use of certain shoring equipment in spite of no formal contractual relationship established between the parties. Defendant placed a mechanics lien on municipal property related to claim. Reynolds filed claim to have mechanics lien declared invalid and demand for removal.	Pending
Reynolds Construction of Georgia, LLC vs City of Loganville, GA	Litigation	Defendant	5/13/2024	Breach of contract claim against Owner who refuses to make payment in full by offsetting claimed Liquidated Damages due to late completion. Reynolds asserts Owner did not acknowledge previously agreed to time extensions nor consider their beneficial use of facility in their assessment. After over a year of attempted resolution, Reynolds had no choice but to pursue litigation for full payment.	Pending



REYNOLDS CONSTRUCTION, LLC OSHA CITATIONS IN THE LAST 5 YEARS

YEAR	INSPECTION #	ISSUE DATE	DATE CLOSED	OFFICE	LEVEL	FINE	DESCRIPTION	CORRECTIVE ACTION
2022	1583972.015	9/6/2022	11/9/2022	Denver, CO	Other	6,993.00	Referral Inspection-Trench Safety	Retrain all Colorado Employees in Trenching, Excavation and Fall Protection. Evaluate the use of catwalks by Safety Dept.
2021	1512794.015	2/2/2021	5/4/2022	Denver, CO	Serious Other	\$59,505.00	Referral Inspection-Trench Safety	focusing on excavation. Conducted an OSHA 10hr Construction Safety Class. OSHA will also conduct site visit focusing on excavation work. Lastly Reynolds will
2020	1486735.015	8/5/2020	9/28/2020	Denver, CO	Other	\$6,964.00	Complaint Inspection-Trench Safety	Conducted Trenching & Excavation safety stand down.
2019	1420608.015	7/24/2019	10/20/2020	Ft. Lauderdale, FL	Other	Initial: \$13,260 Final: \$9,282	Referral Inspection-Trench Safety	Trained employees to adhere to manufactures specifications. Also added and retrained top lander employees on hand signals and communications.

REYNOLDS' EMR RATINGS AND EXPLANATION

Reynolds construction has a long-standing commitment to Safety. This is a commitment we take very seriously both as an obligation we make to our employees and to our customers. In addition to six (6) full time Risk Management professionals, we also engage the support of our business line insurance carrier, Travelers Insurance Company. These Safety experts collectively implement our Safety program which is based on a Safety focused culture emphasizing continual employee training, use of daily job hazard analysis and planning, regular site safety audits, and a safety performance incentive program. While there is considerable information available as to the intended purpose of the EMR and why it should not be used as an indicator of an employer's Safety program, we do understand the concern regarding our current EMR of 1.07. In that regard and without going into too much detail, our current EMR has been negatively impacted by resetting the EMR to unity in 2017 due to a change in company ownership, polluted loss data due to this transaction, and the performance of a high loss operational unit which has since been discontinued. We believe there are more appropriate measures to evaluate our Safety program. The first is our company's Total Recordable and Lost Time Incident Rates (TRIR and LTIR). Over the past three-year period, our TRIR and LTIR has averaged 0.95 and 0.30, respectively – which is less than half of the Bureau of Labor Statistics (BLS) benchmark values of similar businesses in our industry. Further, our current CY24 TRIR and LTIR is 0.65 and 0.00, respectively. Perhaps, the most compelling statement we can make regarding the effectiveness of our Safety program is the recent change we chose to make regarding the structure of our insurance program for Workers Compensation (WC) where we moved from a guaranteed loss to a loss sensitive program. Under the loss sensitive program, Reynolds is responsible for every dollar of WC claims experienced. Over the past two years of being under the loss sensitive program, we have realized significant cost savings – both an indicator of our low claims cost experience as well as the overall effectiveness of our Safety program.

DATE	RATING	
4/28/2024-4/28/2025	0.84	****NCCI Rating Limited to Northern Operations
	1.07	***NCCI rating for entire company
4/28/2023-4/28/2024	0.98	**Excluding Discontinued Operations
	0.79	*NY Mod
	1.32	***NCCI
4/28/2022-4/28/2023	.90	**Excluding Discontinued Operations
	1.21	***NCCI

* For the 2023-2024 term, New York created their own Mod structure. This pulled all NY payrolls and losses out from the NCCI calculations.

** On May 1st, 2017, a group of private investors, including former owner Jeff Reynolds, and members of our senior management, acquired the assets of Layne Heavy Civil (LHC) business and existing employees began working under the name Reynolds Construction, LLC. As part of the acquisition, Reynolds Construction, LLC assumed completion responsibilities for active LHC projects including six (6) performed by the Integrated Services (IS) division in Florida involving pipeline installation. These projects have since been completed and the operations of the Integrated Services division has been officially discontinued. Based on this, the claims and payroll for the Integrated Services discontinued operations has been removed, and a "revised" EMR has been calculated excluding the discontinued operations. This rate is more reflective of the "true" EMR that the Reynolds Construction Safety program provided during this timeframe.

*** Unadjusted EMR as calculated by NCCI. More information can be provided upon request.

**** This rating reflects the Northern Operations NCCI Worker Compensation History. More information can be provided upon request.

JERMEY GIROD | Senior Manager



Training and Certifications:

Carpenter Journeyman
Millwright Accreditations
OSHA 40-Hour
HazMat Training
Scaffold Erection & Inspection
Erosion Control
First Aid, CPR and AED

Total Years Experience:

32

Joined Reynolds Construction: 2015*

References:

Don Hubbule

Inspector, Carollo
(970) 412-2937

Scott Koons

Thienman Construction
(765) 730-4093

Steve Suggs, PE

Weiler Engineering
(941) 323-1787

Language:

English

*Date provided is indicative of the year the employee either joined Reynolds Construction, or one of the former companies in the Reynolds history (Reynolds, Inc. or Layne Heavy Civil, Inc.).

Summary of Qualifications

Mr. Girod joined Reynolds Construction in 2015 and has 32 years of experience in the construction industry. He has served as superintendent for the last 14 years, acting as foreman previously. His extensive experience includes concrete, underground piping and mechanical work, welding, and sheet metal.

Project Experience

- **Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement: City of Key West, Key West, FL–** Assistant Superintendent. This project will include the removal and replacement of the pumps, valves, plumbing, and meters. As well as, VFD's instrumentation, controls, and supports for the WAS and RAS system. Contract amount \$3.6M. Estimated Completion March 2025.
- **Kermit H Lewin RO: Florida Keys Aqueduct Authority, Key West, FL–** Superintendent. This project consists of the construction of an emergency standby electrical power generation facility consisting of two Tier 2 rated, high-speed emergency engine generators. Each generator will be furnished with an exhaust silencer, protected-type day tanks to be located in separate sprinkled rooms with remote pumps to supply fuel to the engine-generators. Contract amount \$8.1M. Estimated Completion December 2024.
- **Key Largo Wastewater Treatment District Vacuum Stations Modifications: Key Largo Wastewater District, Key Largo, FL–** Superintendent. The District is performing capital upgrades of its vacuum pump stations to allow emergency operation using a trailer-mounted vacuum pump skid and control panel. Upgrades will take place at all 7 pump station locations. Contract amount \$2.6M. Estimated Completion November 2024.
- **Key Largo Filtration: Key Largo Wastewater District, Key Largo, FL–** Superintendent. The Key Largo Wastewater Treatment District intends to install a third disc filtration unit to treat its effluent prior to disinfection and disposal. The facility currently has two disc filter units. The third unit will be added to increase throughput and to provide additional reliability. The work includes installation of the new disc filter, including foundation, platform and filtration unit. All associated work needed to provide a fully functional system, including installation of 18" and 20" ductile iron pipe, replacement of booster pump, elevated concrete platform, and electrical work. Contract amount \$1.9M. Estimated Completion November 2024.
- **Sigsbee Master Lift Station: Florida Keys Aqueduct Authority, Dredger's Key, Key West, FL –** Superintendent. This project included replacing the existing wastewater master lift station. The facility consists

of several force mains, an existing pump station, and wet well. Contract amount \$2.7M. Completion July 2023.

- **Clayton County Water Authority: WJ Hooper Clayton County, Stockbridge, GA** – Project Superintendent. The project consisted of the following major items: Construction of a new sludge thickener and pump vault, Demolition, modifications and installation of new sludge collection equipment and pumps, Modifications to existing sludge loading facility including new conveyor system and truck scale, Replacement of equipment in two existing sludge thickeners, New underground electrical network with modifications to the SCADA system, Installation of new underground piping and valves and modifications to existing valves. Contract amount \$7.6M. Completion March 2023.
- **Walnut Creek Lift Station: Clayton County Water Authority, Hampton, GA** – Superintendent. Project included installation of new lift station, wetwell, screening structure, valve vault, electrical building, generator, piping, and mechanical equipment. Installation of concrete driveway, crush stoned areas, and demolition of existing station once new station was on-line. Contract amount \$2.7M. Completion March 2023.
- **NAS Key West Boca Chica Field- West Fire Pumping Station: Florida Keys Aqueduct Authority, Key West, FL** – Superintendent. The project consisted of replacing three fire pumps and motors, associated fuel systems, water piping and non-operable storage tank valves at the West fire pumping stations at NAS Key West Boca Chica Field for the U.S. Navy, which is owned and operated by FKA. Contract amount \$1.1M. Completion February 2023.
- **Cobb James E Quarles Dewater Liquid Lime System Improvements: Cobb County Marietta Water Authority, Marietta, GA** – Superintendent. This project consisted of, Demolition of existing slaked lime system, installation of new liquid lime system in outside concrete containment including tanks, pumps, piping, and valves. New liquid lime feed pump skid inside existing building. New sludge condition tank inside existing building. Integration of all new systems into existing SCADA system. Installation of a temporary Liquid lime storage and feed system maintaining continuous operation until new system is online. All work was performed with continuous plant operations of the lime system with no incidents. Contract amount \$2.3M. Completion January 2022.
- **Area 3, 4, & 5 WWTP Upgrades: City of Marathon, Marathon, FL** – Superintendent. This project upgraded the city's wastewater treating capacity. Area 3: Reynolds replaced an existing membrane disc filter, modified existing screenings equipment, installed a new equalization basin, and replaced existing blowers. Area 4: Reynolds installed a new membrane disc filter and rehabilitated the existing sand filters. Area 5: upgraded the MBR system, installed a new screening system with free standing elevated steel platform, along with multiple pump and piping upgrades Contract amount \$9M. Completion January 2022.
- **Key Largo WWTP: Key Largo Wastewater District, Key Largo, FL** – Superintendent. Capital upgrades on three of the WWTP systems. Contract amount \$1.1M. Completion May 2019.
- **Orchard Knob Pump Station Improvements: City of Chattanooga, Chattanooga, TN** – Superintendent. Project consisted of new wet 31' diameter wet well to replace the existing structure and to install new influent and effluent lines made up of 42" DIP and manholes. Contract amount \$3M. Completion April 2019.
- **Metro Par 1085: Metro Wastewater Reclamation District, Denver, CO** – Superintendent. In order to obtain access to the transmission water main, the project was designed with a combination of Horizontal Directional Drill (HDD) and Open Cut pipeline. The HDD consisted of installing 635 LF of 16" Steel Casing in which a 10" Fusible PVC potable Waterline was installed. The remainder of the project included installation of 1,300 LF of Restrained Joint Ductile Iron Pipe that was constructed through a portion of Denver Water Reclamation facility and public roadways. The Project included a Pressure Reducing Valve Vault, Metering Vault, Backflow Prevention Facility, Electrical and SCADA Communication lines. Contract amount \$1.9M. Completion May 2016.

JASON BROWNLEE | Project Manager



Education:

Bachelor of Science in Civil Engineering from Mississippi State University

Training and Certifications:

OSHA 10

Purdue Site Supervision Training
First Aid & CPR Certified

Total Years Experience:

5

Joined Reynolds Construction:
2020

References:

Robert Archer
Project Manager
Garney Construction
370 E Crown Point Rd,
Winter Garden, FL 34787
(970)-631-2533
Rarcher@Garney.com

Christina Lopez
Recruiting Coordinator
Garney Construction
370 E Crown Point Rd,
Winter Garden, FL 34787
(407) 947-5001
Clopez@Garney.com

Summary of Qualifications

Mr. Brownlee is a dedicated Project Manager motivated to maintain safety and contribute to the project's success. He is experienced in pipework both below grade and mechanical. He is also experienced in site layout and concrete work. Mr. Brownlee is a valuable addition to any project team.

Project Experience

- **Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement: City of Key West, Key West, FL**– Project Manager. This project will include the removal and replacement of the pumps, valves, plumbing, and meters. As well as, VFD's instrumentation, controls, and supports for the WAS and RAS system. Contract amount \$3.6M. Estimated Completion March 2025.
- **Kermit H Lewin RO: Florida Keys Aqueduct Authority, Key West, FL**– Assistant Project Manager. This project consists of the construction of an emergency standby electrical power generation facility consisting of two Tier 2 rated, high-speed emergency engine generators. Each generator will be furnished with an exhaust silencer, protected-type day tanks to be located in separate sprinkled rooms with remote pumps to supply fuel to the engine-generators. Contract amount \$8.1M. Estimated Completion December 2024.
- **Key Largo Wastewater Treatment District Vacuum Stations Modifications: Key Largo Wastewater District, Key Largo, FL**– Project Manager. The District is performing capital upgrades of its vacuum pump stations to allow emergency operation using a trailer-mounted vacuum pump skid and control panel. Upgrades will take place at all 7 pump station locations. Contract amount \$2.6M. Estimated Completion November 2024.
- **Marathon, Area 7: City of Marathon, Marathon, FL**– Project Manager. The construction of this project consists of upgrades to the filters and static screen at the Area 7 WWTP. The upgrades include the installation of two-disc filters and a metal platform. Modification to the existing headworks platform as well as the purchase and installation of a new static screen will occur. Contract amount \$1.2M. Estimated Completion November 2024.
- **Marathon WWTP Chemical System Upgrades: City of Marathon, Marathon, FL** – Project Manager. Project included capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the city. Systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Contract amount \$2.8M. Completion September 2024.

JASON BROWNLEE | Project Manager

- **Sigsbee Master Lift Station:** Florida Keys Aqueduct Authority, Dredger's Key, Key West, FL – Project Manager. This project included replacing the existing wastewater master lift station. The facility consists of several force mains, an existing pump station, and wet well. Contract amount \$2.7M. Completion July 2023.
- **NAS Key West Boca Chica Field- West Fire Pumping Station:** Florida Keys Aqueduct Authority, Key West, FL – Project Engineer. The project consisted of replacing three fire pumps and motors, associated fuel systems, water piping and non-operable storage tank valves at the West fire pumping stations at NAS Key West Boca Chica Field for the U.S. Navy, which is owned and operated by FKAA. Contract amount \$1.1M. Completion February 2023.
- **Area 4 Upgrades:** City of Marathon, Marathon, FL – Project Manager and Engineer. Project included installation of a concrete slab, concrete stairs, and a new monorail system at Marathon Area 4 WWTP. Contract amount \$1.6M. Completion January 2023.
- **Multiple Area 4 Upgrades:** City of Marathon, Marathon, FL – Project Manager. Project included installation of a concrete slab, concrete stairs, and a new monorail system at Marathon Area 4 WWTP. Contract amounts ranged from: \$105,592-\$1.6M. Completion November 2021.
- **Big Coppitt WWTP Tertiary Filtration Improvements:** Florida Keys Aqueduct Authority, Key West, FL – Project Engineer. This project included installation of 2 additional disk filters at the Big Coppitt Wastewater Treatment Plant that were furnished by FKAA. Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and Instrumentation and controls upgraded. Contract amount \$784,764. Completion June 2021.

Previous Project Experience

- **MPWW Plant Expansion:** MPWW, Mt. Pleasant, SC – Field Engineer with Garney Construction. Robotic Total Station surveying for wall form layout. As-builds using total station. Worked with crew on forming and pouring walls with reinforcing, box-outs and water stop. Inspecting Gang Forms and rebar prior to concrete placement for quality control. Contract amount \$70M. Completion April 2021.

JACOB LONG | Superintendent



Education:

AA, Liberal Arts, Itawamba
Community College

Presently Pursuing BS in
Construction Management,
University of Southern Mississippi

Training and Certifications:

Purdue Site Supervision Training
OSHA 30 Certified
First Aid & CPR Certified
Erosion Control Blue card holder

Total Years Experience:

8

Joined Reynolds Construction:
2019

References:

Sam Aultman, Inspector
Mt. Pleasant Waterworks
1619 Rifle Range Rd, Mt.
Pleasant, SC 29464
(843) 884-9626
saultman@mpwonline.com

Christina Lopez, Recruiting
Coordinator
Garney Construction
370 E Crown Point Rd,
Winter Garden, FL 34787
(407) 947-5001
Clopez@Garney.com

Summary of Qualifications

Dedicated Field Engineer motivated to maintain safety and contribute to company success. Experience laying Ductile Iron and PVC pipe from 4" to 42", and leading crews rehabbing pump stations. Proven ability to communicate work to workers and exceed job completion deadlines.

Project Experience

- **Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement: City of Key West, Key West, FL**– Superintendent. This project will include the removal and replacement of the pumps, valves, plumbing, and meters. As well as, VFD's instrumentation, controls, and supports for the WAS and RAS system. Contract amount \$3.6M. Estimated Completion March 2025.
- **Key Largo Wastewater Treatment District Vacuum Stations Modifications: Key Largo Wastewater District, Key Largo, FL**– Assistant Superintendent. The District is performing capital upgrades of its vacuum pump stations to allow emergency operation using a trailer-mounted vacuum pump skid and control panel. Upgrades will take place at all 7 pump station locations. Contract amount \$2.5 M. Estimated Completion November 2024.
- **Key Largo Filtration: Key Largo Wastewater District, Key Largo, FL**– Superintendent/ QA/QC. The Key Largo Wastewater Treatment District intends to install a third disc filtration unit to treat its effluent prior to disinfection and disposal. The facility currently has two disc filter units. The third unit will be added to increase throughput and to provide additional reliability. The work includes installation of the new disc filter, including foundation, platform and filtration unit. All associated work needed to provide a fully functional system, including installation of 18" and 20" ductile iron pipe, replacement of booster pump, elevated concrete platform, and electrical work. Contract amount \$2.1M. Estimated Completion November 2024.
- **Marathon WWTP Chemical System Upgrades: City of Marathon, Marathon, FL** – Superintendent. Project included capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the city. Systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Contract amount \$2.8M. Completion September 2024.
- **Sigsbee Master Lift Station: Florida Keys Aqueduct Authority, Dredger's Key, Key West, FL** – Assistant Superintendent. This project included replacing the existing wastewater master lift station. The facility consists of several force mains, an existing pump station, and wet well. Contract amount \$2.7M. Completion July 2023.

- **NAS Key West Boca Chica Field- West Fire Pumping Station:** Florida Keys Aqueduct Authority, Key West, FL – Assistant Superintendent. The project consisted of replacing three fire pumps and motors, associated fuel systems, water piping and non-operable storage tank valves at the West fire pumping stations at NAS Key West Boca Chica Field for the U.S. Navy, which is owned and operated by FKA. Contract amount \$1.1M. Completion February 2023.
- **Big Coppitt WWTP Tertiary Filtration Improvements:** Florida Keys Aqueduct Authority, Key West, FL – Superintendent. This project included installation of 2 additional disk filters at the Big Coppitt Wastewater Treatment Plant that were furnished by FKA. Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and Instrumentation and controls upgraded. Contract amount \$784,764. Completion June 2021
- **Marathon Air WWTP:** City of Marathon, Marathon, FL – Assistant Superintendent. Assisted in a collaborative design effort with City staff for retrofitting UG air piping to an above grade systems at 3 remote areas. Performed design duties, layout, installation, tie-in and demolition. Contract amount \$360,299. Completion April 2020
- **Key Largo Steel Storage Building:** KLWWTD, Key Largo, FL – Field Engineer. Monitored subcontractor for quality of work. Project included installation of a steel storage building at the City's WWTP. Contract amount \$219,833. Completion April 2020.
- **Key Colony Beach:** City of Key Colony Beach, FL – Field/Project Engineer. Project consisted of demolition of the existing pre-engineered metal building, furnishing and installing a UV replacement system. Contract amount \$348,967. Completion February 2020.

Previous Project Experience

- **MPWW Plant Expansion:** MPWW, Mt. Pleasant, SC – Field Engineer with Garney Construction. Robotic Total Station surveying for building layout and control points. As-builds using total station. Worked with crew on forming and pouring slabs with reinforcing, embeds, box-outs and water stop. Inspecting Rebar placement for quality control. Contract amount \$70M. Completion April 2021.
- **MPWW Pump Station Rehabilitation:** MPWW, Mt. Pleasant, SC – Field Engineer with Garney Construction. Lead crew in rehabbing and installing new pump stations. Layout and grade for new asphalt driveways to pump stations. Handled renting equipment needed for task. Contract amount \$3.5M. Completion May 2019.

ARMANDO EXPOSITO | Safety Officer



Training and Certifications:

OSHA 10 HR Construction
OSHA 30 HR Construction
OSHA 510 Construction
OSHA 500 Construction
CPR
First Aid
Florida Advance MOT
Certification

Total Years Experience:
29

Joined Reynolds Construction:
2019

References:

Alejandro Alvarez
(305) 967-5890

Orly Maldonado
(305) 610-0014

Hector Mejia
(786) 334-3492

Languages:

English, Spanish

Summary of Qualifications

Armando has 29 years of experience in the construction industry, including hands-on underground utility install, production, supervision and operations management experience. Armando has a proven ability to contribute to business success via management skills, safety training, productivity initiatives, safety incentives, cost control, reward plans and operational efficiency improvements. He is able to direct multiple teams, projects and locations simultaneously. Armando is truly a dedicated team player committed to performing all necessary tasks for the overall success of the company.

Project Experience

- **Peachtree City DB WWFT Improvements: Peachtree City Water & Sewage Authority, Peachtree, GA** – Safety. Improvements at Line Creek include new mechanical screening at the headworks and replacement of an existing Trojan UV system with a DeNora system. At Rockaway, a new disc filter will work in tandem with the existing filter and replacement of the UV system will improve operational flexibility. The design, permitting and construction activities will revolve around pre-selected equipment for each project location. This project is not intended to increase wastewater treatment capacity. Reynolds will self-perform, underground piping, concrete work and equipment installation. Contract amount \$5.9M. Estimated Completion February 2026.
- **South Cobb Filtration Rehab: Cobb County Water System, Austell, GA** – Safety. This project includes removing and replacing the filter media and porous plates in 7 sand filters. Reynolds will also be repairing the filter bridges and accessories associated with the bridges. Contract amount \$3.7M. Estimated Completion October 2025.
- **Richard A Heyman Environmental Protection Facility: RAS & WAS Pump System Replacement: City of Key West, Key West, FL** – Safety. This project will include the removal and replacement of the pumps, valves, plumbing, and meters. As well as, VFD's instrumentation, controls, and supports for the WAS and RAS system. Contract amount \$3.6M. Estimated Completion March 2025.
- **Galleria Area Outfall Sewer Replacement: Cobb County Water, Atlanta, GA** – Safety. This project is a sewer replacement for Cobb County. It includes 500lf of 84" tunnel with shafts, 200' of open cut pipe - 30", 1,500' of 18 FPVC to be installed inside of a 7'x7' box culvert, as well as a bypass system to carry all of the sewer during construction. Contract amount \$9M. Estimated Completion February 2025.
- **GP Cedar Springs Outfall: Georgia Pacific, Cedar Springs, GA** – Safety. Reynolds will construct two concrete structures, connecting via 72" piping and diffuser piping into the river. We will also install owner

supplied equipment that is provided. Contract amount \$8.7M. Estimated Completion December 2024.

- **Key Largo Wastewater Treatment District Vacuum Stations Modifications:** **Key Largo Wastewater District, Key Largo, FL**–Safety. The District is performing capital upgrades of its vacuum pump stations to allow emergency operation using a trailer-mounted vacuum pump skid and control panel. Upgrades will take place at all 7 pump station locations. Contract amount \$2.6M. Estimated Completion November 2024.
- **Key Largo Filtration:** **Key Largo Wastewater District, Key Largo, FL**– Safety. The Key Largo Wastewater Treatment District intends to install a third disc filtration unit to treat its effluent prior to disinfection and disposal. The facility currently has two disc filter units. The third unit will be added to increase throughput and to provide additional reliability. The work includes installation of the new disc filter, including foundation, platform and filtration unit. All associated work needed to provide a fully functional system, including installation of 18" and 20" ductile iron pipe, replacement of booster pump, elevated concrete platform, and electrical work. Contract amount \$2.1M. Estimated Completion November 2024.
- **James E Quarles WTP Valve & Actuator Replacement:** **Cobb County-Marietta Water, Marietta, GA**– Safety. Reynolds was contracted to repair and replace the existing valves for the sand filters in the treatment plant, as they would not fully seal. This project included the removal of 34 electric actuators and the installation of 112 valve and actuator assemblies, as well as the installation of 5 actuators on the raw water pumps control valves. Replacement of 10 electric actuators and demolition of concrete to install grating around the bonnets of the influent valves on filters was also necessary to this project. Contract amount \$3.8M. Estimated Completion November 2024.
- **Confidential RNG Facility:** **Confidential, NC**– Safety. The completed project will provide renewable natural gas. Estimated Completion November 2024.
- **Kermit H Lewin RO:** **Florida Keys Aqueduct Authority, Key West, FL**– Safety. This project consists of the construction of an emergency standby electrical power generation facility consisting of two Tier 2 rated, high-speed emergency engine generators. Each generator will be furnished with an exhaust silencer, protected-type day tanks to be located in separate sprinkled rooms with remote pumps to supply fuel to the engine-generators. Contract amount \$8.1M. Estimated Completion October 2024.
- **Marathon WWTP Chemical System Upgrades:** **City of Marathon, Marathon, FL** – Safety Representative. Project included capital upgrades on chemical feed systems for the 5 wastewater treatment facilities located in the city. Systems include pumps and controls for feed of sodium hydroxide, alum, sodium hypochlorite. Contract amount \$2.8M. Completion September 2024.
- **Area 3, 4, & 5 WWTP Upgrades:** **City of Marathon, Marathon, FL** – Safety Representative. This project upgraded the city's wastewater treating capacity. Marathon Area 3, Reynolds replaced an existing disc filter, modified existing screenings equipment, installed a new equalization basin, and replaced existing blowers. Marathon Area 4, Reynolds installed a new disc filter and rehabilitate the existing sand filters. Contract amount \$6.9M. Completion January 2022.
- **Big Coppitt Wastewater Treatment Plant Tertiary Filtration Improvements:** **Florida Keys Aqueduct Authority – Key West, FL** – Safety. This project included installation of 2 additional disk filters at the Big Coppitt Wastewater Treatment Plant that were furnished by FKAA. Two (2) membrane disk filters were installed which involved a coordinated shutdown that included the installation of 10" PVC pipe, flowmeters and chemical injection relocation. All electrical and Instrumentation and controls upgraded. Contract amount \$784,764. Completion June 2021

Reynolds Construction, LLC Equipment List

Equipment Number	Model Year	Item Class Desc	Desc 1	Co Division	Ownership	Acquisition Date
115001	2015	HALF TON PICKUPS	15 RAM 1500 4x4 QC PU	Safety	Owned	5/1/2017
104012	2004	DUMP TRUCKS	04 MAC CV713 TNDM DMP TK	Southeast	Owned	5/1/2017
115012	2015	THREE QUARTER TON TRUCKS	15 RAM 2500 4x4 CC	Southeast	Owned	5/1/2017
116008	2016	THREE QUARTER TON TRUCKS	16 RAM 2500 4x4 CC	Southeast	Owned	5/1/2017
116010	2016	THREE QUARTER TON TRUCKS	16 RAM 2500 4x4 CC SB	Southeast	Owned	5/1/2017
203001	2003	TRAILERS	03 KAU 25' TAGALONG TR	Southeast	Owned	5/1/2017
203004	2003	TRAILERS	03 UTL FLATBED TR	Southeast	Owned	5/1/2017
208002	2008	TRAILERS	08 HMD CARGO TR	Southeast	Owned	5/1/2017
208003	2008	TRAILERS	08 LOU 24F FLATBED TR	Southeast	Owned	5/1/2017
208006	2008	TRAILERS	08 VIC 7X16 CARGO TR	Southeast	Owned	5/1/2017
209002	2009	TRAILERS	09 GAT 8X20FT UTILITY TR	Southeast	Owned	5/1/2017
289001	1989	TRAILERS	89 BEL TR	Southeast	Owned	5/1/2017
298001	1998	TRAILERS	98 ATO CARGO TR	Southeast	Owned	5/1/2017
298003	1998	TRAILERS	98 BEL TR	Southeast	Owned	5/1/2017
299001	1999	TRAILERS	99 CGM 7X16 TR ENCLOSED	Southeast	Owned	5/1/2017
299008	1999	RT TRAILERS	99 TKG DROP DECK TR	Southeast	Owned	5/1/2017
299011	1999	TRAILERS	99 GAT 20X8 UTILITY TRAILR	Southeast	Owned	5/1/2017
300013	2000	BEDDING BOX	00 7 YARD BEDDING BOX	Southeast	Owned	5/1/2017
300025	2000	MANHOLE / TRENCH BOX	00 KUN 6X6X23 TR BOX	Southeast	Owned	5/1/2017
300034	2000	CLEAN-UP EQUIPMENT	CASE 96" ANGLE BROOM	Southeast	Owned	5/1/2017
300035	2000	GENERATORS	CAT 230KW GENERATOR	Southeast	Owned	5/1/2017
300036	2000	GENERATORS	CAT 455 GEN SET	Southeast	Owned	5/1/2017
300038	2000	SAFETY EQUIPMENT	CIS MANBASKET (SV)	Southeast	Owned	5/1/2017
300039	2000	MISC OFF-HWY EQUIP	COLUMBIA R57 DROP CROSS	Southeast	Owned	5/1/2017
300041	2000	COMPACTORS	COMPACTOR	Southeast	Owned	5/1/2017
300056	2000	MANHOLE / TRENCH BOX	GME 6X6 ALUMINUM TB	Southeast	Owned	5/1/2017
300057	2000	MANHOLE / TRENCH BOX	GME 6X6 ALUMINUM TB	Southeast	Owned	5/1/2017
300058	2000	MANHOLE / TRENCH BOX	GME 6X6 ALUMINUM TB	Southeast	Owned	5/1/2017
300059	2000	MANHOLE / TRENCH BOX	GME 6X6 TRENCH SHIELD	Southeast	Owned	5/1/2017
300061	2000	MANHOLE / TRENCH BOX	GME 8' X 24' TRENCH BOX	Southeast	Owned	5/1/2017
300063	2000	MANHOLE / TRENCH BOX	GME 8X6 TRENCH SHIELD	Southeast	Owned	5/1/2017
300064	2000	MANHOLE / TRENCH BOX	GME 8x6 TRENCH SHIELD	Southeast	Owned	5/1/2017
300070	2000	MANHOLE / TRENCH BOX	GME TRENCH SHIELD	Southeast	Owned	5/1/2017
300072	2000	MISC OFF-HWY EQUIP	GRN 10TON BAT LOCO	Southeast	Owned	5/1/2017
300073	2000	MISC OFF-HWY EQUIP	GRNSBRG 10TON BATT LOCMO	Southeast	Owned	5/1/2017
300076	2000	PUMPS	HYDRAULIC PUMP	Southeast	Owned	5/1/2017
300079	2000	ROCK DRILLS	ING/RAND ECM350 DRILL	Southeast	Owned	5/1/2017
300082	2000	ROCK DRILLS	ING RAND ECM350 DRILL	Southeast	Owned	5/1/2017
300085	2000	AIR COMPRESSOR	ING RAND P185 COMPRESSR	Southeast	Owned	5/1/2017
300089	2000	PUMPS	JET PUMP	Southeast	Owned	5/1/2017
300091	2000	AIR TEST EQUIPMENT	KING HYDROSTAT TEST PUMP	Southeast	Owned	5/1/2017
300098	2000	WELDING RIGS	LEGEND 200 WELDER	Southeast	Owned	5/1/2017
300100	2000	PUMPS	LH875-60 TSURNAMI PUMP	Southeast	Owned	5/1/2017
300101	2000	Cable/Hose Spooler	LIDGERWOOD DBI DRM WNCH	Southeast	Owned	5/1/2017
300102	2000	Cable/Hose Spooler	MCELROY DBLE DRUM WNCH	Southeast	Owned	5/1/2017
300112	2000	TEST ENGINES / POWER UNITS	MINING CONT SWITCH GEAR	Southeast	Owned	5/1/2017
300113	2000	TEST ENGINES / POWER UNITS	MINING CONT POWER CENTER	Southeast	Owned	5/1/2017
300114	2000	MISC OFF-HWY EQUIP	MISC CONCRETE FORMS	Southeast	Owned	5/1/2017
300116	2000	BEDDING BOX	NES HI HOPPER BEDDING BX	Southeast	Owned	5/1/2017
300122	2000	MANHOLE / TRENCH BOX	NN EFF 12X30 TR BOX	Southeast	Owned	5/1/2017
300123	2000	MANHOLE / TRENCH BOX	NN EFF 12X30 TR BOX	Southeast	Owned	5/1/2017
300129	2000	MANHOLE / TRENCH BOX	NN EFF 8X12 STACKING TB	Southeast	Owned	5/1/2017
300130	2000	MANHOLE / TRENCH BOX	NN EFF 8X12 STACKING TB	Southeast	Owned	5/1/2017
300131	2000	MANHOLE / TRENCH BOX	NN EFF 8X12 TR BOX	Southeast	Owned	5/1/2017
300132	2000	MANHOLE / TRENCH BOX	NN EFF 8X12 TR BOX	Southeast	Owned	5/1/2017
300139	2000	MANHOLE / TRENCH BOX	NN EFF 8X30 TR BOX	Southeast	Owned	5/1/2017
300140	2000	MANHOLE / TRENCH BOX	NN EFF 8X30 TR BOX	Southeast	Owned	5/1/2017
300146	2000	MANHOLE / TRENCH BOX	NN GME 6X20 TR BOX	Southeast	Owned	5/1/2017
300147	2000	MANHOLE / TRENCH BOX	NN GME 6X20 TR BOX	Southeast	Owned	5/1/2017
300148	2000	MANHOLE / TRENCH BOX	NN GME 6X24 TR BOX	Southeast	Owned	5/1/2017
300150	2000	MANHOLE / TRENCH BOX	NN GME 8X20 TR BOX	Southeast	Owned	5/1/2017
300151	2000	MANHOLE / TRENCH BOX	NN GME 8X24 TR BOX	Southeast	Owned	5/1/2017
300154	2000	MANHOLE / TRENCH BOX	NN KUN 8X10 TR BOX	Southeast	Owned	5/1/2017
300155	2000	MANHOLE / TRENCH BOX	NN KUN 8X10FT TR BOX	Southeast	Owned	5/1/2017
300156	2000	MANHOLE / TRENCH BOX	NN KUN 8X10FT TR BOX	Southeast	Owned	5/1/2017
300165	2000	MISC OFF-HWY EQUIP	PLYMOUTH HMD LOCOMOTIVE	Southeast	Owned	5/1/2017
300166	2000	MISC OFF-HWY EQUIP	PLYMOUTH HMD LOCOMOTIVE	Southeast	Owned	5/1/2017
300167	2000	MANHOLE / TRENCH BOX	PRO-TECH TB 8X10	Southeast	Owned	5/1/2017
300177	2000	TEST ENGINES / POWER UNITS	SUBSTATION 480 V, 3 PHASE	Southeast	Owned	5/1/2017
300179	2000	MISC OFF-HWY EQUIP	TAMROCK (SV)	Southeast	Owned	5/1/2017
300180	2000	MISC HWY EQUIPMENT	TAPMATE PIPE DRILLING	Southeast	Owned	5/1/2017
300182	2000	MISC OFF-HWY EQUIP	TAPPING MACHINE	Southeast	Owned	5/1/2017
300185	2000	MANHOLE / TRENCH BOX	TITAN 10X20 TRENCH SHIELD	Southeast	Owned	5/1/2017
300186	2000	MANHOLE / TRENCH BOX	TITAN 10X20 TRENCH SHIELD	Southeast	Owned	5/1/2017
300187	2000	MANHOLE / TRENCH BOX	TITAN 10X24 TRENCH SHIELD	Southeast	Owned	5/1/2017
300188	2000	MANHOLE / TRENCH BOX	TITAN 10X28 TRENCH SHIELD	Southeast	Owned	5/1/2017
300189	2000	MANHOLE / TRENCH BOX	TITAN 8 X 28 TRENCHBOX	Southeast	Owned	5/1/2017
300191	2000	MANHOLE / TRENCH BOX	TITAN 8X20 TRENCH SHIELD	Southeast	Owned	5/1/2017
300192	2000	MANHOLE / TRENCH BOX	TITAN 8X28 TRENCH SHIELD	Southeast	Owned	5/1/2017
300193	2000	MANHOLE / TRENCH BOX	TITAN 8X28 TRENCH SHIELD	Southeast	Owned	5/1/2017
300194	2000	MANHOLE / TRENCH BOX	TITAN 8X28 TRENCH SHIELD	Southeast	Owned	5/1/2017
300195	2000	MANHOLE / TRENCH BOX	TITAN 9 X 28 TRENCHBOX	Southeast	Owned	5/1/2017
300210	2000	PUMPS	TSURUMI 8" PUMP	Southeast	Owned	5/1/2017
300211	2000	MISC HWY EQUIPMENT	TUGGER 15 TON	Southeast	Owned	5/1/2017
300219	2000	COMPACTORS	WACKER VIB PLATE REVERSE	Southeast	Owned	5/1/2017
300220	2000	WELDING RIGS	WELDER	Southeast	Owned	5/1/2017
300223	2000	GENERATORS	XX MUL SCA125USJ 125K/GEN	Southeast	Owned	5/1/2017
300224	2000	SHOP EQUIPMENT	ZED ALIGNMENT SYSTEM	Southeast	Owned	5/1/2017
300226	2000	TEST ENGINES / POWER UNITS	00 1250 KVA SUBSTATION	Southeast	Owned	5/1/2017
301005	2001	MANHOLE / TRENCH BOX	01 PTC 10X30 TR BOX	Southeast	Owned	5/1/2017

Reynolds Construction, LLC Equipment List

Equipment Number	Model Year	Item Class Desc	Desc 1	Co Divison	Ownership	Acquisition Date
301006	2001	MANHOLE / TRENCH BOX	01 PTC 10X30 TR BOX	Southeast	Owned	5/1/2017
301007	2001	MANHOLE / TRENCH BOX	01 UNK 10X10 TR BOX	Southeast	Owned	5/1/2017
302001	2002	MANHOLE / TRENCH BOX	02 TTN 8X24X6 TR BOX	Southeast	Owned	5/1/2017
302002	2002	MANHOLE / TRENCH BOX	02 TTN 8X24X8 TR BOX	Southeast	Owned	5/1/2017
302004	2002	SAFETY EQUIPMENT	02 UNK S36 750LB MANCAGE	Southeast	Owned	5/1/2017
303001	2003	MANHOLE / TRENCH BOX	03 KUN 10X24 TR BOX	Southeast	Owned	5/1/2017
303003	2003	MANHOLE / TRENCH BOX	03 KUN 4X24 TR BOX	Southeast	Owned	5/1/2017
303005	2003	MANHOLE / TRENCH BOX	03 UNK 8X24 TR BOX	Southeast	Owned	5/1/2017
304001	2004	MANHOLE / TRENCH BOX	04 EFF 6X8 TR BOX	Southeast	Owned	5/1/2017
304004	2004	MANHOLE / TRENCH BOX	04 GME 6X8 ALUMINUM BOX	Southeast	Owned	5/1/2017
304005	2004	MANHOLE / TRENCH BOX	04 GME 6X8 TR BOX	Southeast	Owned	5/1/2017
304006	2004	MANHOLE / TRENCH BOX	04 GME 8X16 TR BOX	Southeast	Owned	5/1/2017
304008	2004	MANHOLE / TRENCH BOX	04 GME 8X8 TR BOX	Southeast	Owned	5/1/2017
304013	2004	MANHOLE / TRENCH BOX	04 KUN 6X10 TR BOX	Southeast	Owned	5/1/2017
304014	2004	MANHOLE / TRENCH BOX	04 KUN 6X10 TR BOX	Southeast	Owned	5/1/2017
304015	2004	MANHOLE / TRENCH BOX	04 KUN 6X20 TR BOX	Southeast	Owned	5/1/2017
304018	2004	MANHOLE / TRENCH BOX	04 KUN 7.5X8 TB BOX	Southeast	Owned	5/1/2017
304019	2004	MANHOLE / TRENCH BOX	04 KUN 7.5X8 TB BOX	Southeast	Owned	5/1/2017
304020	2004	MANHOLE / TRENCH BOX	04 KUN 8X10 MH BOX	Southeast	Owned	5/1/2017
304021	2004	MANHOLE / TRENCH BOX	04 KUN 8X10 MH BOX	Southeast	Owned	5/1/2017
304023	2004	MANHOLE / TRENCH BOX	04 KUN 8X20 TR BOX	Southeast	Owned	5/1/2017
304025	2004	MANHOLE / TRENCH BOX	04 KUN 8X24 TR BOX	Southeast	Owned	5/1/2017
304029	2004	MANHOLE / TRENCH BOX	04 SPS 6X24 TR BOX	Southeast	Owned	5/1/2017
304030	2004	MANHOLE / TRENCH BOX	04 SPS 6X24 TR BOX	Southeast	Owned	5/1/2017
305008	2005	MANHOLE / TRENCH BOX	05 KUN 6X6 TR BOX	Southeast	Owned	5/1/2017
305010	2005	MANHOLE / TRENCH BOX	05 KUN 8X10 MH BOX	Southeast	Owned	5/1/2017
305013	2005	MANHOLE / TRENCH BOX	05 KUN 8X24 TR BOX	Southeast	Owned	5/1/2017
305014	2005	MANHOLE / TRENCH BOX	05 SCK 4X8 STACK MH TB	Southeast	Owned	5/1/2017
305015	2005	MANHOLE / TRENCH BOX	05 SCK 4X8 STACK MH TB	Southeast	Owned	5/1/2017
305016	2005	MANHOLE / TRENCH BOX	05 SHR 8X10 MH BOX	Southeast	Owned	5/1/2017
305017	2005	MANHOLE / TRENCH BOX	05 SPS 4X8 MH BOX	Southeast	Owned	5/1/2017
305018	2005	MANHOLE / TRENCH BOX	05 SPS 8X8 MH BOX	Southeast	Owned	5/1/2017
305019	2005	MANHOLE / TRENCH BOX	05 SPS 8X8 MH BOX	Southeast	Owned	5/1/2017
305020	2005	MANHOLE / TRENCH BOX	05 STS 4X16 TR BOX	Southeast	Owned	5/1/2017
305023	2005	MANHOLE / TRENCH BOX	05 UNK 2X7 STCK ALM TR BX	Southeast	Owned	5/1/2017
305024	2005	MANHOLE / TRENCH BOX	05 UNK 4X7 STCK ALM TR BX	Southeast	Owned	5/1/2017
306003	2006	MISC HWY EQUIPMENT	06 DYN LT6000 TAMPER	Southeast	Owned	5/1/2017
306004	2006	MANHOLE / TRENCH BOX	06 EFF 10X16X4 TR BOX	Southeast	Owned	5/1/2017
306005	2006	MANHOLE / TRENCH BOX	06 EFF 10X16X6 TR BOX	Southeast	Owned	5/1/2017
306006	2006	MANHOLE / TRENCH BOX	06 EFF 8X24 TR BOX	Southeast	Owned	5/1/2017
306016	2006	AIR COMPRESSOR	06 SUL 750 CFM AIR COMP	Southeast	Owned	5/1/2017
306017	2006	MANHOLE / TRENCH BOX	06 TTN 8X6 TR BOX	Southeast	Owned	5/1/2017
306018	2006	MANHOLE / TRENCH BOX	06 TTN 8X6 TR BOX	Southeast	Owned	5/1/2017
307001	2007	PUMPS	07 12" GORMAN RUPP PUMP	Southeast	Owned	5/1/2017
307004	2007	MANHOLE / TRENCH BOX	07 GME 8X24 TR BOX	Southeast	Owned	5/1/2017
307005	2007	BEDDING BOX	07 GME 9YD BOX	Southeast	Owned	5/1/2017
307010	2007	GROUT PUMPS	07 MAYCO C30HDZ GRT PMP	Southeast	Owned	5/1/2017
307011	2007	MISC HWY EQUIPMENT	07 SOL DIAGNOSTIC TOOL	Southeast	Owned	5/1/2017
308007	2008	MANHOLE / TRENCH BOX	08 EFF 4X20 TR BOX	Southeast	Owned	5/1/2017
308009	2008	MANHOLE / TRENCH BOX	08 EFF 8X20 TR BOX	Southeast	Owned	5/1/2017
308017	2008	MANHOLE / TRENCH BOX	08 GME 20X8X4 TR BOX	Southeast	Owned	5/1/2017
308059	2008	BEDDING BOX	08 KUN 12CY BD BOX	Southeast	Owned	5/1/2017
308060	2008	BEDDING BOX	08 KUN 12CY STONE BOX	Southeast	Owned	5/1/2017
308061	2008	MANHOLE / TRENCH BOX	08 KUN 6X24 TR BOX	Southeast	Owned	5/1/2017
308062	2008	MANHOLE / TRENCH BOX	08 KUN 6X24 TR BOX	Southeast	Owned	5/1/2017
308068	2008	MANHOLE / TRENCH BOX	08 PTC 8X8 TR BOX	Southeast	Owned	5/1/2017
308071	2008	MANHOLE / TRENCH BOX	08 SEC 8X10 TR BOX	Southeast	Owned	5/1/2017
308074	2008	GENERATORS	08 WAC SP5600A GENSET	Southeast	Owned	5/1/2017
310002	2010	SAFETY EQUIPMENT	10 PERSON MAN BASKET	Southeast	Owned	5/1/2017
312002	2012	GENERATORS	12 MUL DCA25 29KVA GENSET	Southeast	Owned	5/1/2017
312003	2012	AIR COMPRESSOR	12 SUL D185 PRTBL COMP	Southeast	Owned	5/1/2017
312005	2012	AIR COMPRESSOR	12 SUL D185 PRTBL COMP	Southeast	Owned	5/1/2017
316001	2016	MANHOLE / TRENCH BOX	16 EFF HDHT8-1026-28	Southeast	Owned	5/1/2017
316002	2016	MANHOLE / TRENCH BOX	16 EFF HDHT8-1026-28	Southeast	Owned	5/1/2017
316006	2016	MANHOLE / TRENCH BOX	16 EFF HT6-626	Southeast	Owned	5/1/2017
392002	1992	MANHOLE / TRENCH BOX	92 UNK 8X8 MH BOX	Southeast	Owned	5/1/2017
394003	1994	MANHOLE / TRENCH BOX	94 SHI 10X30X14 TR BOX	Southeast	Owned	5/1/2017
394005	1994	BEDDING BOX	94 UNK 6X16 BD BOX	Southeast	Owned	5/1/2017
396001	1996	MISC OFF-HWY EQUIP	96 RON 1220 DRILL	Southeast	Owned	5/1/2017
397009	1997	MANHOLE / TRENCH BOX	97 PRO 10X24 TR BOX	Southeast	Owned	5/1/2017
397011	1997	MANHOLE / TRENCH BOX	97 SHR 4X7 ALUMINM TR BX	Southeast	Owned	5/1/2017
398004	1998	MANHOLE / TRENCH BOX	98 GME 8X18 TR BOX	Southeast	Owned	5/1/2017
398005	1998	MANHOLE / TRENCH BOX	98 GME 8X20 TR BOX	Southeast	Owned	5/1/2017
398009	1998	MANHOLE / TRENCH BOX	98 PTC 6X20 TR BOX	Southeast	Owned	5/1/2017
398010	1998	MANHOLE / TRENCH BOX	98 PTC 8X16 NONSTCK TR BX	Southeast	Owned	5/1/2017
398012	1998	BEDDING BOX	98 UNK 12YD ROCK BOX	Southeast	Owned	5/1/2017
398013	1998	BEDDING BOX	98 UNK 15CY BEDDING BOX	Southeast	Owned	5/1/2017
399002	1999	MISC HWY EQUIPMENT	99 CHR AIRLOCK TEST KIT	Southeast	Owned	5/1/2017
410001	2010	EXCAVATORS	10 CAT 303.5 MINIHEX	Southeast	Owned	5/1/2017
502002	2002	FORKLIFT / TELEHANDLER	02 CATERPILLAR FORKLIFT	Southeast	Owned	5/1/2017
505005	2005	FORKLIFT / TELEHANDLER	05 JLG TELESCOPIC LIFT	Southeast	Owned	5/1/2017
508003	2008	BACKHOES	08 CAS 580SM BACKHOE	Southeast	Owned	5/1/2017
509001	2008	LOADERS	09 VOL L90F LDR	Southeast	Owned	5/1/2017
707001	2007	CRANES	07 KOB CK850 85T CRWL CRN	Southeast	Owned	5/1/2017
799002	1999	CRANES	99 AMERICAN HC-80 CRANE	Southeast	Owned	5/1/2017
800001	2000	MARINE	00 20' XPRESS JON BOAT	Southeast	Owned	5/1/2017
800004	2000	MARINE	0018' XPRESS JON BOAT	Southeast	Owned	5/1/2017
805002	2005	MARINE	05 TRUCKABLE PUSH BOAT	Southeast	Owned	5/1/2017
805003	2005	MARINE	05 TRUCKABLE PUSH BOAT	Southeast	Owned	5/1/2017
805004	2005	BORING EQUIPMENT	05 PJU 80" TNL BORNG MACH	Southeast	Owned	5/1/2017

Reynolds Construction, LLC Equipment List

Equipment Number	Model Year	Item Class Desc	Desc 1	Co Divison	Ownership	Acquisition Date
806001	2006	MARINE	06 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
806002	2006	MARINE	06 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
806003	2006	MARINE	06 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807001	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807002	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807003	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807004	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807005	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807006	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807007	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
807008	2007	MARINE	07 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
808003	2008	MARINE	08 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
808004	2008	MARINE	08 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
808005	2008	MARINE	08 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
808006	2008	MARINE	08 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
808007	2008	MARINE	08 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
808008	2008	MARINE	08 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
808009	2008	MARINE	08 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
808010	2008	MARINE	08 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
808011	2008	MARINE	08 SHUGART 10X41 PONTOON	Southeast	Owned	5/1/2017
808012	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808013	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808014	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808015	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808016	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808017	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808018	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808019	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808020	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808021	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808022	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808023	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808024	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808025	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
808026	2008	MARINE	08 SHUGART PONTOON	Southeast	Owned	5/1/2017
810001	2010	MARINE	10 20' CUB SEAARK BOAT	Southeast	Owned	5/1/2017
892001	1992	BORING EQUIPMENT	92 BOR 48IN BORING MACH	Southeast	Owned	5/1/2017
894002	1994	MARINE	94 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
894003	1994	MARINE	94 SHUGART 10X20 PONTOON	Southeast	Owned	5/1/2017
895001	1995	BORING EQUIPMENT	95 JARVA 18-806 TNL BORER	Southeast	Owned	5/1/2017
898001	1998	MARINE	98 SHUGART PONTOON	Southeast	Owned	5/1/2017
900001	2000	BUCKETS	00 ATLAS 3CY DIGING BCKT	Southeast	Owned	5/1/2017
900006	2000	HYD. HAMMERS	00 VIBRATORY HAMMER	Southeast	Owned	5/1/2017
906001	2006	BUCKETS	06 FEL 30IN CMP BCKT	Southeast	Owned	5/1/2017
906003	2006	BUCKETS	06 JRB 2.25CY SD DMP BCKT	Southeast	Owned	5/1/2017
995001	1995	BUCKETS	95 2YD CLMSHL DIGING BCKT	Southeast	Owned	5/1/2017
995002	1995	BUCKETS	95 Clamshell Bucket	Southeast	Owned	5/1/2017
997001	1997	BUCKETS	97 FEL 24X60IN COMP BUCKT	Southeast	Owned	5/1/2017
997002	1997	BUCKETS	97 FELCO "D" FAMILY	Southeast	Owned	5/1/2017
998003	1998	HEX GET/MISC	98 HEN H24BL COMPCTR	Southeast	Owned	5/1/2017
999001	1999	HEX GET/MISC	99 NPK C8C COMPCTR	Southeast	Owned	5/1/2017
117002	2017	THREE QUARTER TON TRUCKS	17 RAM 2500 4x4 CC UTIL	Southeast	Owned	5/1/2017
399009	1999	MISC OFF-HWY EQUIP	99 MCE PITBULL 8IN FUSION	Southeast	Owned	5/1/2017
107013	2007	ROAD TRACTORS	07 PET 379 ROAD TRACTOR	Southeast	Owned	5/1/2017
116017	2016	HALF TON PICKUPS	16 RAM 1500 4x4 QC PU	Southeast	Owned	5/1/2017
296003	1996	RT TRAILERS	96 WIT CHLGR TR	Southeast	Owned	5/1/2017
301017	2001	BEDDING BOX	NN UNK CY ROCK BOX	Southeast	Owned	5/1/2017
118001	2018	HALF TON PICKUPS	18 RAM 1500 4x4 CC PU	Southeast	Owned	5/9/2018
394012	1994	PUMPS	AIR TEST PUMP	Southeast	Owned	5/1/2017
399010	1999	MISC OFF-HWY EQUIP	99 MCE PITBULL 8IN	Southeast	Owned	5/1/2017
219002	2019	TRAILERS	19 CORNPRO UT12 LS 3.5K	Southeast	Owned	5/2/2019
894004	1994	MARINE	94 JON BOAT 18' 7"	Southeast	Owned	5/1/2017
115020	2015	HALF TON PICKUPS	15 FOR TRANSIT LR PAS	Southeast	Owned	8/21/2017
511005	2011	LOADERS	11 JDR 544K LDR	Southeast	Owned	1/18/2018
118002	2018	HALF TON PICKUPS	18 RAM 1500 4x4 CC PU	Southeast	Owned	5/17/2018
118007	2018	THREE QUARTER TON TRUCKS	18 RAM 2500 4x4 CC UTIL L	Southeast	Leased	5/9/2018
974001	1970	BUCKETS	74 Erie GP212 2.5y	Southeast	Owned	6/21/2018
894006	1994	MARINE	94 GREEN JOHN BOAT	Southeast	Owned	7/20/2018
806004	2006	MARINE	06 SEAARK WORK BOAT	Southeast	Owned	7/20/2018
818001	2018	MARINE	18 SEAARK CUB 2072 70HPYA	Southeast	Owned	8/15/2018
118015	2018	HALF TON PICKUPS	18 RAM 1500 4x4 CC PU	Southeast	Leased	8/24/2018
975001	1975	BUCKETS	75 Erie GP212 2.5y	Southeast	Owned	11/14/2018
317007	2017	ROCK DRILLS	17 EPIROC FLEXIROC T20R	Southeast	Owned	11/16/2018
118022	2018	THREE QUARTER TON TRUCKS	18 RAM 2500 4x4 CC PU L	Southeast	Owned	12/21/2018
118025	2018	THREE QUARTER TON TRUCKS	18 RAM 2500 4x4 CC PU L	Southeast	Owned	1/4/2019
118026	2018	THREE QUARTER TON TRUCKS	18 RAM 2500 4x4 CC PU L	Southeast	Owned	1/4/2019
118027	2018	THREE QUARTER TON TRUCKS	18 RAM 2500 4x4 CC PU L	Southeast	Owned	1/4/2019
318006	2018	BEDDING BOX	18 GME BH-12EPA 12Y	Southeast	Owned	1/1/2019
219004	2019	TRAILERS	19 CORNPRO UT18 H 12K	Southeast	Owned	5/2/2019
119009	2019	MECHANIC / FUEL TRUCKS	19 RAM 5500 CC MECH	Southeast	Leased	7/10/2019
219010	2019	TRAILERS	19 CORNPRO UT12 LS 3.5K	Southeast	Owned	7/16/2019
119014	2019	HALF TON PICKUPS	19 RAM 1500 4x4 CC PU	Southeast	Leased	8/12/2019
119015	2019	HALF TON PICKUPS	19 RAM 1500 4x4 CC PU	Southeast	Leased	8/12/2019
119012	2019	THREE QUARTER TON TRUCKS	19 RAM 2500 4x4 CC PU L	Southeast	Leased	11/6/2019
119017	2019	HALF TON PICKUPS	19 RAM 1500 4x4 CC PU	Southeast	Leased	8/1/2019
316010	2016	MISC HWY EQUIPMENT	16 KAWASAKI MULE 4010 4x4	Southeast	Owned	11/18/2019
320001	2020	WELDING RIGS	20 MIL BIG BLUE 400 PRO	Southeast	Owned	1/31/2020
920003	2020	COUPLERS	20 CAT 303.5 QUICKCOUPLER	Southeast	Owned	1/22/2020
320002	2020	WELDING RIGS	20 MIL BIG BLUE 400 PRO	Southeast	Owned	1/22/2020
320004	2020	WELDING RIGS	20 MIL BIG BLUE 400 PRO	Southeast	Owned	1/22/2020

Reynolds Construction, LLC Equipment List

Equipment Number	Model Year	Item Class Desc	Desc 1	Co Divison	Ownership	Acquisition Date
320005	2020	WELDING RIGS	20 MIL BIG BLUE 400 PRO	Southeast	Owned	1/22/2020
300229	0	MANHOLE / TRENCH BOX	00 8x12 TRENCH BOX	Southeast	Owned	5/1/2017
222004	2022	TRAILERS	22 TEX 14TL20 GRAV TILT	Southeast	Owned	4/28/2022
122002	2022	THREE QUARTER TON TRUCKS	22 RAM 2500 4x4 CC PU L	Southeast	Leased	9/30/2022
122003	2022	THREE QUARTER TON TRUCKS	22 RAM 2500 4x4 CC PU L	Southeast	Leased	9/30/2022

C E R T I F I C A T E

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of April 22, 2024; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of April 22, 2024, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$20,000,000
Executive Vice President.....	\$10,000,000
Vice President.....	\$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Executive Vice President.....	\$5,000,000
Vice President.....	\$1,000,000
Group Manager.....	\$500,000
Project Manager.....	\$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed \$1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of April 22, 2024; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds	— Director	Scott E. Huber	— Vice President
Leslie F. Archer	— President	Joshua R. Vondersaar	— Vice President
Kevin D. Shemwell	— Executive Vice President	Eduardo Medina	— Vice President
Michael P. Burton	— Executive Vice President	Greg Slone	— Vice President
Elizabeth L. Smith	— Executive Vice President	Eric Griffin	— Vice President
	and Secretary	Jeanie M. Lucas	— Assistant Secretary
John R. Chase	— Vice President	Wendy C. Scudder	— Assistant Secretary
William R. Ryon	— Vice President	Jon D. Kinney	— Assistant Secretary
Randolph E. Tummers	— Vice President	Freddye Churbock	— Assistant Secretary
Adam K. Ralph	— Vice President	Stephanie A. Keffer	— Assistant Secretary
Jeffrey P. Berning	— Vice President	Patricia J. Tellez	— Assistant Secretary

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC	Reynolds Construction of Montana, LLC
Reynolds Construction of Arizona, LLC	Reynolds Construction of Nebraska, LLC
Reynolds Construction of Arkansas, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Delaware, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Florida, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of Utah, LLC
Reynolds Construction of Indiana, LLC	Reynolds Construction of Washington, LLC
Reynolds Construction LLC of Louisiana	Reynolds Construction of West Virginia, LLC
Reynolds Construction, LLC of Michigan	Reynolds Lone Star Construction, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Southwest, LLC
Reynolds Construction of Missouri, LLC	

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 22nd day of April, 2024.



Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC

6225 N County Road 75 E Orleans, IN 47452

00700

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms	1
1.02 Terminology.....	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents.....	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals	7
Article 3 – Documents: Intent, Requirements, Reuse	8
3.01 Intent	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies.....	8
3.04 Requirements of the Contract Documents.....	9
3.05 Reuse of Documents.....	10
Article 4 – Commencement and Progress of the Work.....	10
4.01 Commencement of Contract Times; Notice to Proceed.....	10
4.02 Starting the Work	10
4.03 Reference Points	10
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions	13
5.04 Differing Subsurface or Physical Conditions	14
5.05 Underground Facilities	15

5.06	Hazardous Environmental Conditions at Site	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds.....	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence.....	26
7.02	Labor; Working Hours.....	26
7.03	Services, Materials, and Equipment	26
7.04	“Or Equals”	27
7.05	Substitutes.....	28
7.06	Concerning Subcontractors, Suppliers, and Others.....	29
7.07	Patent Fees and Royalties	31
7.08	Permits	31
7.09	Taxes.....	32
7.10	Laws and Regulations	32
7.11	Record Documents	32
7.12	Safety and Protection	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs.....	33
7.15	Emergencies	34
7.16	Shop Drawings, Samples, and Other Submittals	34
7.17	Contractor’s General Warranty and Guarantee	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services.....	37
Article 8 – Other Work at the Site		38
8.01	Other Work.....	38
8.02	Coordination.....	39
8.03	Legal Relationships	39

Article 9 – Owner’s Responsibilities	40
9.01 Communications to Contractor	40
9.02 Replacement of Engineer	40
9.03 Furnish Data	40
9.04 Pay When Due	40
9.05 Lands and Easements; Reports, Tests, and Drawings.....	40
9.06 Insurance	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals	41
9.09 Limitations on Owner’s Responsibilities.....	41
9.10 Undisclosed Hazardous Environmental Condition	41
9.11 Evidence of Financial Arrangements	41
9.12 Safety Programs	41
Article 10 – Engineer’s Status During Construction	41
10.01 Owner’s Representative	41
10.02 Visits to Site	41
10.03 Project Representative	42
10.04 Rejecting Defective Work	42
10.05 Shop Drawings, Change Orders and Payments	42
10.06 Determinations for Unit Price Work.....	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work	42
10.08 Limitations on Engineer’s Authority and Responsibilities	42
10.09 Compliance with Safety Program	43
Article 11 – Amending the Contract Documents; Changes in the Work	43
11.01 Amending and Supplementing Contract Documents	43
11.02 Owner-Authorized Changes in the Work.....	44
11.03 Unauthorized Changes in the Work	44
11.04 Change of Contract Price	44
11.05 Change of Contract Times	45
11.06 Change Proposals	45
11.07 Execution of Change Orders	46
11.08 Notification to Surety	47
Article 12 – Claims.....	47

12.01	Claims	47
Article 13 – Cost of the Work; Allowances; Unit Price Work		48
13.01	Cost of the Work.....	48
13.02	Allowances.....	50
13.03	Unit Price Work	51
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		52
14.01	Access to Work	52
14.02	Tests, Inspections, and Approvals	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work	53
14.05	Uncovering Work.....	53
14.06	Owner May Stop the Work.....	54
14.07	Owner May Correct Defective Work	54
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		55
15.01	Progress Payments	55
15.02	Contractor’s Warranty of Title.....	58
15.03	Substantial Completion	58
15.04	Partial Use or Occupancy.....	59
15.05	Final Inspection	59
15.06	Final Payment	59
15.07	Waiver of Claims.....	61
15.08	Correction Period	61
Article 16 – Suspension of Work and Termination.....		62
16.01	Owner May Suspend Work.....	62
16.02	Owner May Terminate for Cause	62
16.03	Owner May Terminate For Convenience.....	63
16.04	Contractor May Stop Work or Terminate.....	63
Article 17 – Final Resolution of Disputes.....		64
17.01	Methods and Procedures	64
Article 18 – Miscellaneous		64
18.01	Giving Notice	64
18.02	Computation of Times	64
18.03	Cumulative Remedies	64

18.04	Limitation of Damages.....	65
18.05	No Waiver.....	65
18.06	Survival of Obligations.....	65
18.07	Controlling Law.....	65
18.08	Headings.....	65

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

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

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

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

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

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

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

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

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

16.03 *Owner May Terminate For Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299	CONTACT NAME: Ashley Kennard PHONE (A/C, No, Ext): 225-906-0114 E-MAIL ADDRESS: Ashley_Kennard@ajg.com FAX (A/C, No): 225-292-3893														
INSURED Reynolds Construction, LLC 6225 North Co Rd. 75 E Orleans, IN 47452	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER B: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER C: Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER D: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER E: Convex Insurance UK Limited</td><td></td></tr><tr><td>INSURER F: AGCS Marine Insurance Company</td><td>22837</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of America	25674	INSURER B: Indian Harbor Insurance Company	36940	INSURER C: Phoenix Insurance Company	25623	INSURER D: Charter Oak Fire Insurance Company	25615	INSURER E: Convex Insurance UK Limited		INSURER F: AGCS Marine Insurance Company	22837
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Co of America	25674														
INSURER B: Indian Harbor Insurance Company	36940														
INSURER C: Phoenix Insurance Company	25623														
INSURER D: Charter Oak Fire Insurance Company	25615														
INSURER E: Convex Insurance UK Limited															
INSURER F: AGCS Marine Insurance Company	22837														

COVERAGES**CERTIFICATE NUMBER:** 1965513549**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		VTN-CO-4S965689-PHX-24	4/28/2024	4/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTK-CAP-4S965690-IND-24	4/28/2024	4/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-4S965708-24-25	4/28/2024	4/28/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB-2T727596-24-25-K	4/28/2024	4/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			CPL000005	4/28/2024	4/28/2025	Occ/Agg \$5,000,000
B	Professional Liability			CPL000005	4/28/2024	4/28/2025	Occ/Agg \$5,000,000
F	Lease/Rented Equipment			MZI9308885	4/28/2024	4/28/2025	Per Item \$1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**GENERAL LIABILITY COVERAGE FORM:**

- (1) Blanket Additional Insured - Owners, Lessees & Contractors if required by written contract as respect to CGL (CG 1010 10 01)
 - (2) Blanket Additional Insured - Owners, Lessees & Contractors - Completed Operations if required by written contract as respect to CGL (CG 2037 10 01)
 - (3) Blanket Waiver of Subrogation is provided if required by written contract as respects to General Liability
 - (4) Primary - Non-Contributory Provisions Provided if required by written contract
 - (5) Contractual Liability Included
- See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Key West Resort Utilities Corp.
6630 Front Street
Stock Island FL 33040

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Reynolds Construction, LLC 6225 North Co Rd. 75 E Orleans, IN 47452
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(6) Per Project General Aggregate Applies

AUTOMOBILE COVERAGE FORM:

- (1) Blanket Additional Insured with respects to Automobile Liability as required by written contract (CAT 499 12 16)
- (2) Blanket Waiver of Subrogation is provided if required by written contract as respects to Automobile Liability
- (3) Primary - Non-Contributory Provisions Provided if required by written contract

WORKERS COMP COVERAGE FORM:

- (1) Blanket Waiver of Subrogation is provided if required by written contract with respects to Workers Comp as required By written contract

UMBRELLA COVERAGE FORM:

- (1) Follow form over the General Liability, Auto Liability and Workers Compensation as required by written contract

30 day notice of cancellation except 10 days for nonpayment of premium.

RE: Project information: KWRU Blower & Electrical Upgrades 24013.011.

As required by written agreement or contract Key West Resort Utilities Corp. & KW Resort Utilities Corp are additional insureds.

NOTICE TO PROCEED

Owner:	KW Resort Utilities Corp	Owner's Contract No.:	
Contractor:	Reynolds Construction LLC	Contractor's Project No.:	
Engineer:	Weiler Engineering Corp.	Engineer's Project No.:	24013.011
Project:	KW Resort Utilities Blower & Electrical Upgrades	Contract Name:	KW Resort Utilities Blower & Electrical Upgrades

Effective Date of Contract: 11/25/2024

TO CONTRACTOR:

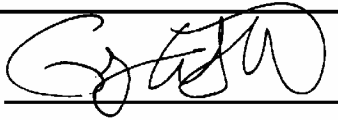
Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [December 9 , 2024]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is November 4, 2025 , and the date of readiness for final payment is December 3, 2025 .

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner:



Authorized Signature

By:

Greg Wright

Title:

Vice President

Date Issued:

Copy: Engineer

7DR #5c – CSAP Proposal



EB-6656 – ENGINEERING SERVICES INCLUDE CIVIL | LAND DEVELOPMENT | WATERFRONT
RESORTS | UTILITIES | MUNICIPAL GOVERNMENT | STRUCTURAL | MINING | GIS - GPS

**PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
KW RESORT UTILITIES COLLECTION SYSTEM ACTION PLAN
6630 FRONT ST, STOCK ISLAND FL**

Date: February 7, 2025
Client: KW Resort Utilities
Chris Johnson, President
Property: KW Resort Utilities
6630 Front St.
Stock Island, Florida 33040

Dear Mr. Johnson,

The Weiler Engineering Corporation (WEC) is pleased to submit the following proposal for engineering services to provide KW Resort Utilities with a Collection System Action Plan for the facility on Stock Island.

The proposed cost for the KWRU Collection System Action Plan (CSAP) is based on comparable proposals for utilities of similar size and system complexity. The Key Largo Wastewater Treatment District (KLWTD) CSAP was completed for approximately \$500,000, while the City of Marathon's CSAP was approximately \$600,000. Additionally, Charlotte County received a CSAP proposal from Kimley-Horn for \$2 million. Given the scope and scale of KWRU's system, our pricing is aligned with these industry benchmarks to ensure a cost-effective yet comprehensive approach.

A. General Project Understanding:

The Key West Resort Utilities Collection System Action Plan (CSAP) will address the requirements outlined in Chapter 62-600.705 F.A.C., focusing on ensuring the sanitary sewer collection system complies with regulatory mandates and operates efficiently. The KWRU collection system includes a combination of gravity sewers, pump stations, force mains, and vacuum pits that serve the local population.

Weiler Engineering Corporation (WEC) will assist KWRU in preparing a comprehensive CSAP and a Power Outage Contingency Plan. These documents will ensure compliance, identify system vulnerabilities, and provide a roadmap for proactive maintenance and capital improvements.

SCOPE OF SERVICES

WEC will perform engineering tasks necessary to prepare and submit the CSAP with the next FDEP permit renewal as required by F.A.C.

1. Power Outage Contingency Plan:

WEC will develop a comprehensive Power Outage Contingency Plan tailored to KWRU's collection system, including:

- Vacuum Sewer Systems:
 - Standard procedures for addressing power outages affecting vacuum sewer systems.
- Gravity Sewer Systems:

- Standard procedures for gravity sewer system outages.
 - Force Mains and Pump Stations:
 - Procedures for maintaining operations during outages.
2. Collection System Action Plan:
- The CSAP will include the following components:
1. Introduction:
 - Purpose of the CSAP and summary of applicable regulatory requirements under Chapter 62-600.705 F.A.C.
 2. System Inventory:
 - A detailed inventory of KWRU's sanitary sewer collection system, including:
 - Sanitary sewer mains
 - Pump stations
 - Vacuum pits
 - Buffer tanks
 - Service connections
 3. Condition Assessment:
 - Procedures and schedules for examining asset conditions.
 4. Inflow & Infiltration (I&I) Management:
 - Development of I&I evaluation procedures, documentation methods, and schedules for testing.
 5. GIS Updates:
 - Assistance with updates to KWRU's GIS inventory and mapping.
 6. Maintenance Standard Operating Procedures (SOPs):
 - Preparation of routine and corrective maintenance SOPs for I&I, blockages, and grease accumulation.
 7. Regulatory Review:
 - Summary of current and anticipated future regulatory requirements related to collection system operations and improvements.
 8. Public Outreach:
 - Preparation of public outreach materials, including:
 - Grease trap policies.
 - I&I correction on private properties.
 9. Replacement & Renewal (R&R):
 - Development of a comprehensive R&R schedule, cost estimates, and financial planning assistance.

Anticipated Schedule

WEC will commence work upon signature of this proposal and will complete work on the CSAP draft by October 30th 2025. Final plan will be completed within 60 days of formal review of draft with owner.

Exclusions / Owner Requirements

This proposal assumes that the following will not be required or will be provided by the Client at the start of the project. If work is to be performed by WEC, then these items will be negotiated under separate work authorization and as such are not included in the Scope of Services herein:

- a. Client to provide WEC with all existing construction documents, surveys, inspections, and engineering;
- b. All inventories for existing systems shall be provided by Client to the best of available documents.

KW RESORT UTILITIES

PROPOSAL FOR ENGINEERING SERVICES – KW RESORT UTILITY CSAP

Page 3 of 5

- c. Reimbursable expenses for shipping and prints to be paid by the Owner based on the fee schedule included as Exhibit 1 below;
- d. No survey work is included in the scope; If survey is required it will be billed under the reimbursable section of this scope
- e. No satellite system configuration or field work required to determine routing is included in this scope and all available satellite system documents shall be provided by Client
- f. No Geotechnical Engineering / Soil exploration or study is included in this contract.
- g. No Environmental Studies and/or Biological Determinations, Vegetation Survey, Habitat Evaluation Index, Environmental Design Surveys and Community Impact statements, or any other environmental review or permits, are included under this contract scope;
- h. All permit processing fees / utilities capacity fees are not included and shall be paid by the Owner;
- i. No subcontracting is included in this scope; Coordination with subconsultants engaged by the Client or Client's Contractor may be engaged as hourly additional services;
- j. Any costs related to the design and construction not specifically indicated in this proposal;
- k. Any additional design documents/services that are typically not included in the creation of a CSAP.
- l. Construction cost estimates are not included in this scope;
- m. This scope does not include any additional site visits beyond those described herein.
- n. No modeling of hydrology or hydraulic performance beyond I&I analysis.
- o. No emergency management plan development outside the power outage contingency.
- p. Any unforeseen regulatory requirements or changes after project commencement.
- q. Costs for utility locates or as-built updates
- r. Any GIS work or layout of any kind besides minimal asset location as required to complete the plan.

Fees

Fees will be billed as lump sum for the CSAP billed monthly based on hourly time expense or percent complete depending on level of completion of plan.

CSAP Development: \$275,000

Subconsultant Services

Subconsultant services are anticipated for the plan and will be determined based on existing information discovered during creation of the plan. These services will be billed as cost plus % markup following our standard reimbursable policies.

TOTAL FIXED FEE:	\$275,000
ESTIMATED REIMBURSABLE:	\$60,000
TOTAL:	<u>\$335,000</u>

Client Requested Design Changes:

Modifications to CSAP after final approval by Client

Hourly

Fees will be invoiced to Client based on estimated percent complete against the Fixed Fee amount.

Retainer

\$ N/A

Additional Services

Unless otherwise indicated, this proposal/contract does not include permit application filing fees, reproduction costs, construction supervision, survey services, geotechnical services, aerial photograph services, costs incurred as a result of manipulation or encroachment of easements, alleys or right-of-ways, off-site improvements, costs incurred as a result of non-compliance, costs required as a result of environmental impacts, environmental studies or biological determinations, costs required for traffic studies or transportation engineering or other structures not specifically indicated in this proposal. Additional work will be provided in accordance with the fee schedule stated below:

Exhibit 1 - WEC 2023 Hourly Fee Schedule

<i>Title</i>	<i>Rate</i>
<i>Principal in Charge</i>	<i>\$210.00</i>
<i>Expert Witness</i>	<i>\$280.00</i>
<i>Registered Professional Engineer (P.E.)</i>	<i>\$165.00</i>
<i>Environmental Scientist</i>	<i>\$160.00</i>
<i>Mining Specialist PhD (non-P.E.)</i>	<i>\$160.00</i>
<i>Project Manager</i>	<i>\$160.00</i>
<i>Structural Manager</i>	<i>\$155.00</i>
<i>Senior Planner</i>	<i>\$140.00</i>
<i>Registered Engineer Intern (E.I.)</i>	<i>\$140.00</i>
<i>Certified Floodplain Manager (CFM)</i>	<i>\$140.00</i>
<i>Plans Examiner</i>	<i>\$130.00</i>
<i>Structural Inspector</i>	<i>\$130.00</i>
<i>Code Inspector</i>	<i>\$130.00</i>
<i>Senior Construction Inspector</i>	<i>\$115.00</i>
<i>Senior Engineering Designer</i>	<i>\$115.00</i>
<i>Engineering Designer</i>	<i>\$100.00</i>
<i>Construction Inspector</i>	<i>\$100.00</i>
<i>Engineering Technician</i>	<i>\$90.00</i>
<i>Structural Technician</i>	<i>\$90.00</i>
<i>Field Technician</i>	<i>\$90.00</i>
<i>Clerical</i>	<i>\$60.00</i>

WEC may utilize any intellectual property developed within the scope of this contract including but not limited to images, renderings, plans, designs, concepts, methods, or theories for uses including but not limited to advertising, training, or design impetus on future projects.

INVOICES: Progress invoices will be submitted to the client monthly. Client agrees to pay any and all fees or costs, including but not limited to reasonable attorney fees, court costs and costs for collection agencies should collection proceedings be necessary.

**PURSUANT TO F.S. 558.0035, AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

LITIGATION: Should litigation be caused or initiated by either party, the prevailing party shall be entitled to reimbursement for costs including but not limited to attorneys' fees and court costs. The parties agree that venue for any litigation arising out of this engagement shall be Charlotte County, Florida. The parties waive trial by jury.

CONTRACT ASSIGNMENT: This Proposal/Contract is for the exclusive use of the client and is not assignable to or assumable by any third party without prior written consent of the Weiler Engineering Corporation.

This agreement may be terminated at any time by either party upon 30 days written notice. Client agrees to pay WEC all monies due at time of termination for work completed prior to termination.

LIMITATION OF LIABILITY: The liability of the Design Professional and any of the Design Professional's consultants to the Client, for any actions, damages, claims, demands, judgments, losses, costs, and expenses to the extent caused by the Design Professional's or its consultants' negligent acts, errors, or omissions shall not exceed the greater of (1) \$50,000 or (2) WEC's total fee (excluding expense reimbursements) paid for the applicable Services during the immediately preceding twelve (12) month period. The Client agrees not to personally charge any employee of WEC with any liability arising out of the performance of this Agreement.

The Weiler Engineering Corporation or its officers reserve the right to suspend or terminate work under this agreement upon failure of the client to pay invoices as due, following ten (10) days written notice. Please sign and date below and return a copy to us as our authorization to proceed.

APPROVED:  **DATE:** 3/4/2025
Client

 **DATE:** 3/4/2025
The Weiler Engineering Corporation
Steve Suggs P.E., Director of Utilities Engineering