

**Coral Springs
Improvement District**

Agenda

October 18, 2021



Coral Springs Improvement District

October 13, 2021

Board of Supervisors
Coral Springs Improvement District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District will be held Monday, October 18, 2021, at 4:00 p.m. at the District Offices, 10300 NW 11th Manor, Coral Springs, Florida. In order to comply with CDC guidelines on social distancing due to Covid-19, members of the public can attend via conference call by dialing 1-646-838-1601, meeting ID 719529435#. Following is the advance agenda for the meeting.

1. Call to Order
2. Approval of the Minutes of the September 20, 2021 Meeting
3. Audience Comments
4. Consideration of Permits
 - A. Permit #2020-2 for McDonalds at 630 N. University Drive, Construction of SWM Components and Waiver of District Standards
 - B. Permit #2021-11 for the Installation of Fiber Optic Network for Ramblewood Elementary and Ramblewood Middle
5. Approval of Financial Statements for September 2021
6. Consideration of a Request by Staff to Piggyback Off a Contract between Condo Electric and the City of Plantation for Electric Motor and Pump Repair Services
7. Consideration of a Sole Source Agreement with Atlantic Environmental Systems to Provide SEI Motor Combinations for the District's Water Plant Wells.
8. Consideration of Request by Staff for Board Approval of a Sole Source Agreement with Andritz Separation in the Amount of \$27,804 to Provide Parts and Labor to Carry Out Repairs to the District's Andritz Manufactured Belt Filter Press
9. Consideration of a Request by Staff to Piggyback Off Home Depot's OMNIA Contract (and Renewals), which Will Afford CSID a Discount on Purchases from Home Depot
10. Consideration of Work Authorizations
 - A. Amendment #1 to Work Authorization #168 for Membrane Train Flush Valve Addition for an Increase of \$17,814
 - B. Amendment #1 to Work Authorization #187 for DIW Building 500KW Generator Replacement with No Change in Cost
11. Engineer's Report
12. Staff Reports
 - A. Manager – Ken Cassel
 - Meeting with the City of Coral Springs Regarding Tree Pruning and Removal on CSID Property



Coral Springs Improvement District

B. Department Reports

- Operations – David McIntosh
- Utilities Update – Joe Stephens
- Utility Billing Customer Service Report – Dave Berringer
- Water – Christian McShea
- Wastewater – Tom Kedrierski
- Stormwater – Shawn Frankenhauser
- Field – Curt Dwiggin
- Maintenance Report – Pedro Vasquez
- Human Resources – Jan Zilmer
- Motion to Accept Department Reports

C. Attorney

13. Supervisors' Requests
14. Adjournment

Any supporting documents not included in the agenda package will be distributed at the meeting. If you have any questions prior to the meeting, please contact me.

Sincerely,

Kenneth Cassel/sd
District Manager

cc: District Staff
Terry Lewis
Seth Behn
Rick Olson
Beverley Servé
Stephen Bloom

Second Order of Business

**MINUTES OF MEETING
CORAL SPRINGS
IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, September 20, 2021 at 4:00 p.m. at the District Office at 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Len Okyn	Vice President
Chuck Sierra	Secretary (Via Telephone)

Also present were:

Ken Cassel	District Manager
Terry Lewis	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities
Rick Olsen	District Engineer
Jan Zilmer	Human Resources (Via Telephone)
Shawn Frankenhauser	Stormwater Department (Via Telephone)
Curt Dwiggin	Field Department (Via Telephone)
Christian McShea	Water Department (Via Telephone)
Tom Kedrierski	Wastewater Department (Via Telephone)
David Berringer	Utility Billing and Customer Service
Pedro Vazquez	Maintenance Department (Via Telephone)
Glen Hanks	Glen Hanks Consulting Engineers (Via Telephone)

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order

- Mr. Cassel called the meeting to order at 4:00 p.m. and called the roll.
- Mr. Cassel noted items 4A and 4B were added to the revised agenda.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the minutes of the August 16, 2021 meeting were approved.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the August 16, 2021 Meeting

Each Board member received a copy of the minutes of the August 16, 2021 meeting, and any additions, corrections or deletions were requested.

There being none,

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the minutes of the August 16, 2021 meeting were approved.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Consideration of Permits and/or Authorization for Staff to Issue Permit

Mr. Cassel and Mr. Hanks reviewed the proposed plans and recommended approval.

A. SWM Permit 2021-8 – Bluestream for Installation of Fiber Optic Cable on University Drive from Southgate Boulevard to NW 14th Street

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Permit 2021-8, for installation of fiber optic cable on University Drive from Southgate Boulevard to NW 14th Street, was approved.

The record will reflect Mr. Sierra joined the meeting.

B. SWM Permit 2021-9 – Bluestream for Installation of Fiber Optic Cable at 1111 Eagle Trace Boulevard

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor Permit 2021-9, for installation of fiber optic cable at Eagle Trace Boulevard, was approved.

FIFTH ORDER OF BUSINESS

Approval of Financial Statements for August 2021

There being no questions or comments,

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the financial statements for August 2021 were approved.

SIXTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of the Water and Sewer Budget for Fiscal Year 2022, Resolution 2021-7

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the regular meeting was recessed.

- The public hearing was open.
- There were no comments from the public.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the public hearing was closed.

- Mr. McIntosh reviewed the proposed water and sewer budget.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Resolution 2021-7, adopting the water and sewer budget for Fiscal Year 2022 as presented, was adopted.

On MOTION by Mr. Okyn seconded by Dr. Shank with all in favor the regular meeting was reconvened.

SEVENTH ORDER OF BUSINESS

Change Order #1 with AECOM for a Decrease of \$3,986.49

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Change Order #1 with AECOM for a decrease of \$3,986.49 was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Award of Aquatic Chemical Bid to Low Bidder for Each Chemical (Tie Bids will be Awarded in Accordance with Board Resolution 2018-20, Section 1.01 and Purchase will be Rotated Among the Tied Bidders)

Mr. Frankenhauser reviewed the bids received for aquatic chemicals. He noted there is an approximate increase of 13% due to the pandemic and shortage of supplies.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the aquatic chemical bids were awarded to the lowest bidder (Nutrein Solutions, Helena, Alligare, Inc., and Winfield) for each chemical as highlighted in the bid tabulation sheet and tie bids were awarded in accordance with Resolution 2018-20, Section 1.01 and purchase will be rotated among the tied bidders.

NINTH ORDER OF BUSINESS

Consideration of Request by Staff for Board Approval for the District to Piggyback Off the Contract, Including any Extensions, between the City of Fort Lauderdale and Allied Universal Corp. for the Purchase of Sodium Hypochlorite

Mr. Stephens reviewed the contract with Allied Universal Corp.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the proposal from Allied Universal Corp. for the purchase of Sodium Hypochorite, piggybacking off the City of Fort Lauderdale, was approved.

TENTH ORDER OF BUSINESS

Consideration of a Sole Source Purchase Agreement with RG3 for the Purchase of Replacement Meters for our Commercial Accounts on an As Needed Basis

Mr. Dwiggins reviewed the sole source agreement with RG3.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the sole source purchase agreement with RG3, for the purchase of replacement meters for commercial accounts on an as needed basis, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of a Contract with Polydyne for the Purchase of Polymer for the Wastewater Department, Piggybacking off a Contract between Polydyne, Inc. and Hillsborough County Including and Contract Extensions

Mr. Kedrierski reviewed the contract with Polydyne, Inc.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the contract with Polydyne, Inc. for the purchase of Polymer, piggybacking off the Hillsborough County contract, was approved.

TWELFTH ORDER OF BUSINESS

Consideration of Work Authorizations

A. Work Authorization #192 for Canal Right-of-Way Tree Inventory for a Total Cost of \$182,524

The following was discussed:

- Dr. Shank requested the arborist note any trees in the right-of-way, which are not at risk of falling into the canals, so the property owners can choose whether to remove the tree or keep it. If the property owner wants to keep a tree, they will need to sign a waiver acknowledging they are responsible if the tree falls.
- Mr. Olsen noted the database of vegetation will be very large since over 2,000 properties will be looked at.
- Dr. Shank would like to request the City extend the validity of the list to 48 or 60 months.

On MOTON by Mr. Okyn seconded by Mr. Sierra with all in favor Work Authorization #192, with the amendment referencing the property owners' option for trees identified not at risk of falling into the canal, was approved

B. Work Authorization #193 for WWTP Operating Permit Renewal for a Total Cost of \$32,367

Mr. Olsen reviewed Work Authorization #193.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Work Authorization #193 for WWTP operating permit renewal was approved.

THIRTEENTH ORDER OF BUSINESS Engineer’s Report

Mr. Olsen reviewed his report, a copy of which is attached hereto and made part of the public record.

- Work Authorization #168 – Globaltech is working on revised costs for this project. This was approved by the Board two years ago and there have been significant cost increases since that time.
- Work Authorization #183 – A few punch list items are being addressed for closeout.
- Work Authorization #184 – The contractor had to resubmit for an electrical permit.

FOURTEENTH ORDER OF BUSINESS Staff Reports

A. Manager – Ken Cassel

- **Resolution 2021-8, Updating Treasurers/Assistant Treasurers of the District**

Discussion ensued and there will be more communication between staff and Inframark regarding finances.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor Resolution 2021-8 was withdrawn from consideration.

B. Department Reports

- **Operations – David McIntosh**

Mr. McIntosh reported the following:

- There was an initial meeting with Quest last week. They are starting to work on a proposal for dealing with the referendum. He is providing them with information regarding rewards the District received, the newsletters and other items.
- He received an updated quote for insurance coverage this morning, which he will be looking at.

- **Utilities Update – Joe Stephens**

Mr. Stephens reported the following:

- He is still dealing with AECOM and the County on the unleaded spill. The County came back requesting additional items be looked at after the District submitted the closure report.
- The 20-year needs analysis for House Bill 53 is being worked on. He has had virtual meetings with regulators on the State level who have developed a template for stormwater to complete the requirement. They are currently working on a template for wastewater.
- He is working with Globaltech to reduce costs for the work authorization associated with the grant for the blower replacement.

- **Utility Billing Customer Service Report – Dave Berringer**

Mr. Berringer reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Water – Christian McShea**

Mr. McShea reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Wastewater – Tom Kedrierski**

Mr. Kedrierski reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Stormwater – Shawn Frankenhauser**

Mr. Frankenhauser reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Field – Curt Dwiggin**

Mr. Dwiggin reviewed the Field Report, a copy of which is attached hereto and made part of the public record.

- **Maintenance Report – Pedro Vasquez**

Mr. Vasquez reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Human Resources – Jan Zilmer**

Mr. Zilmer reported the following:

- Flu vaccinations are scheduled for Wednesday, September 22, 2021, between 1:30 p.m. and 2:30 p.m. A total of 32 people signed up to date.
- All managers have been instructed to proceed with the interviews for the employee evaluation process. He will be providing a spreadsheet tomorrow morning to the managers with the list of their employees, their current salaries and what their salaries will be adjusted to on October 1, 2021. This is also the time to discuss the goals for the next year.
- All employees have completed their second Covid-19 vaccinations and all job descriptions for new hires indicate vaccination is a mandatory requirement to be employed by the District.

- **Motion to Accept Department Reports**

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor the Department Reports were accepted.

C. Attorney

Mr. Lewis provided a brief update on House Bill 53 and templates which will become available for the required reports.

FIFTEENTH ORDER OF BUSINESS

Supervisors' Requests

The following was discussed:

- Dr. Shank noted a lot of things going on are happening on auto pilot. Everyone needs to do better to avoid any unforeseen errors and be more dedicated to what is going on in the District.
- Mr. Okyn asked if the same monitoring process will continue regarding banking. Mr. McIntosh provided an overview of the actions taken regarding banking.

SIXTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor the meeting was adjourned.

Kenneth Cassel
Assistant Secretary

Dr. Martin Shank
President

Fourth Order of Business

4A.

October 11, 2021

Ken Cassel, Manager
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071

RE: McDonalds, 630 University Drive
Application for storm water management approval for
Modifications to parking and construction of an additional drive thru lane
Coral Springs, FL 33071

Ken:

Plans accompanying the storm water management permit application for McDonalds at 630 University Drive reflect:

1. Replacement of 50 LF of the 434 LF of existing exfiltration trench for 0.35 AF of treatment and storage (1 hour capacity).
2. Replacement of 50 LF of damaged 15" culvert.
3. Reconfiguration of parking (to the west of the building) to accommodate the addition of a second drive thru lane.
4. ADA modifications.

The project does not comply with the District's redevelopment criteria, but comports with the waiver granted today by this board. This office recommends approval subject to the following conditions.

1. Approval is valid for a period not to exceed 24 months.
2. No connection may be made between the drain beneath the dumpster and the storm sewer system. Any connection, if found, must be removed and rerouted to the sanitary sewer system.
3. Minimum perimeter elevation for this project shall be set at 10.75 ft. NAVD.
4. The project was designed without a storm water outfall. The parking lot may not be protected from flooding from a 10 year storm event.
5. Prior to approval of any increase in impervious area or building coverage, compliance with District storage requirements is necessary.
6. Complete the storm water management recertification
7. The intermediate landscape island at the north end of the exfiltration trench run being replaced is being expanded to the west, over the exfiltration trench. To help ensure the

McDonalds – 630 University Drive

October 11, 2021

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long-term performance of the exfiltration trench, do not extend the landscape island over the exfiltration trench, instead expanding the island to the east.

Regards,

Glen A. Hanks, P.E.

October 10, 2021

Ken Cassel, Manager
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071

RE: McDonalds, 630 University Drive
Coral Springs, FL 33071

Ken:

Please find attached our evaluation and recommendations related to 1) repairs to the storm water management system 2) waiver, granting temporary, partial relief from CSID storm water management criteria and 3) storm water management permit application authorizing construction of a turn land on NW 6th Court, addition of a second drive-thru lane and ADA improvements to 630 University Drive.

The repairs covered in item #1 are necessary to address deterioration or damage to the storm water management system originally constructed in the late 1980s/early 1990s. Items #2 and #3 relate to the proposed site modifications and should be handled together.

Regards,

Glen A. Hanks, P.E.

October 10, 2021

Ken Cassel, Manager
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071

RE: McDonalds, 630 University Drive
Recommendation to approve construction of replacement exfiltration trench
Associated with storm water management recertification for
McDonald's 630 North University Drive
Coral Springs, FL 33071

Ken:

As a result of deficiencies observed during the storm water management recertification and renewal process, damage and deficiencies to the drainage system at 630 University Drive need to be addressed. The owner's engineer, CPH Inc. submitted plans to address the observed deficiencies.

This office recommends approval / authorization to perform storm water management repairs to the existing storm water management system at 630 University Drive. The repairs authorized are shown on the attached Grading, Erosion, and Sediment Control Plan, sheet number C1.2 (attached) and consisting of:

1. removal and replacement of approximately 50 LF of diminished capacity exfiltration trench with 5' wide exfiltration trench with a top of trench at 8.45' NAVD and bottom at 3.95' NAVD.
2. Removal and replacement of 50 LF of damaged drainage culvert with HDPE pipe of an equivalent diameter.
3. Removal and replacement of catch basins at ends of exfiltration trench and solid drainage culvert (items 1 and 2 above) as needed to provide for a minimum maintenance sump of 12 inches

The preceding construction is necessary to address damaged to drainage culvert and exfiltration trench that was identified during the storm water management inspection and recertification for this site. Completion of the above is required prior to any storm water management recertification being accepted by the Coral Springs Improvement District.

We recommend the following additional conditions be attached this approval.

1. Approval is limited to the removal and replacement of items identified above.

McDonalds 630 University Drive - recertifications

October 10, 2021

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2. Connection of any area drain(s) located beneath or withing a dumpster enclosure or those receiving runoff from a can wash are prohibited and must discharge to the sanitary sewer system. Any connection between dumpster (area) drains and the storm drainage system found during construction shall immediately be eliminated and rerouted to the sanitary sewer system.

Upon satisfactory completion of the repairs, this project will fulfill the first-round storm water management recertification requirements.

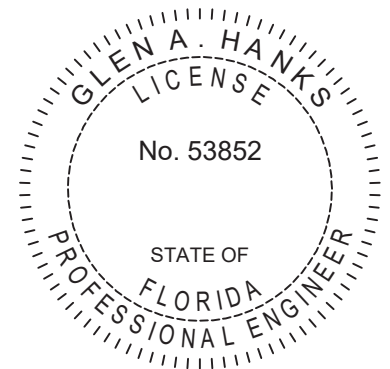
Regards,

Glen A.
Hanks

Digitally signed by Glen
A. Hanks
Date: 2021.10.10 16:20:09
Glen A. Hanks, P.E. 04'00'

This item has been digitally signed and sealed by Glen A. Hanks, P.E. on the date adjacent to the seal using the SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



October 11, 2021

Ken Cassel, Manager
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, FL 33071

RE: McDonalds, 630 University Drive W
Waiver or relief from District Standards
Coral Springs, FL 33071

Ken:

In 2018, McDonald's Corporation, the owners of 630 University Drive submitted, through their agent, plans depicting the addition of a second drive thru lane, modifications to the parking and ADA modifications along with a request for a blanket waiver from District standards. This initial request for a blanket waiver was rejected and the applicant directed to: inspect, clean, repair and recertify the existing drainage system; and, investigate and quantify the extent to which water quality treatment and compliance with surface storage requirements are met.

The applicant's efforts to recertify the drainage system and quantify the capacity of the storm water management system determined:

1. The project is not connected to a storm water outfall
2. Water quality and storage requirements for this site are
 - a. 2.88 AC-IN of water quality treatment
 - b. 1.2 AC-In (0.1 AF) of storage at or below elevation 9.3' NAVD, the 10 year flood elevation and
 - c. 9.72 AC-in (0.81 AF) of storage at or below elevation 10.1 ft. NAVD
3. Identified 484 LF of exfiltration trench constructed on-site to provide water quality treatment and satisfy the District's required storage for the 10-year storm.
4. Identified appropriate actions to address observed sedimentation, damage and root intrusion

The updated development plan for McDonalds reflects the addition of a second drive thru lane and conversion of 90 degree parking with angled parking involving approximately modifications to approximately 10,500 SF (36.5% of) of existing, mostly, impervious area. The redevelopment criteria require water quality treatment, surface storage for the 10 year and provision of not less than 0.6 AF/AC storage at the 100-year flood elevation. The development plan presented reflects provision of water quality treatment and required storage at the 10 year elevation, but does not provide the required surface storage for the 100-year event. The applicant is requesting the requirement for 0.81 AF of surface storage below elevation 10.1 ft. be waived.

630 University Drive

October 11, 2021

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Project History

The original storm water management plans for this 1.0 acre site were prepared in 1988 and reflected the infill development of a standalone McDonalds with single drivethru on 1.0 AC. In 1988, University Drive, NW 6th Court, and the Best Buy site were already developed and in their current configuration.

Proposed Development

Improvements proposed at this time involve the addition of a second drive thru lane and selective changes to paved areas to accommodate. The changes appear to involve approximately 36% of the existing paved area (10,500 SF).

Applicable Storm Water Management Criteria

In order to fully comply with the District's storm water management criteria, this site must provide 0.81 AF of storage below elevation 10.1 ft. NAVD of which 0.1 AF must be below elevation 9.3 ft. NAVD and provide full water quality treatment.

This site presently provides water quality treatment and 0.27 AF of storage below elevation 9.3 ft NAVD. The site does not provide the required storage volume at the predicted 100 year flood elevation. This project does not meet all storm water management criteria and before the storm water management permit application may be approved the Board will need to authorize granting of variances. The following variances from criteria are required.

1. Temporarily waive the requirement to store 0.81 AF of runoff on the surface of the site below 10.1 NAVD provided 50 ft. of exfiltration trench are removed and replaced, restoring the original design capacity.

Requirements for Granting Waiver

1. That there are unique and special circumstances or conditions applying to the property in question, or to the intended use of the property, that do not apply generally to other properties in the same district. ***The property is compact in nature and when originally designed and constructed had to accommodate existing, adjacent grades that were (and remain) higher than the predicted 100-year flood elevation. Furthermore a drainage outfall for this parcel was not available.***
2. That any alleged hardship is not self-created by any person having an interest in the property, nor is the result of mere disregard for or ignorance of the provisions from which relief is sought; ***The parcel was not connected to any storm drainage system, surrounded on all sides by existing developments graded higher than the predicted 100 year flood elevation and was compact in nature. The original design maximized the length of exfiltration trench provided the time of design and met the requirements for water quality treatment and exceeded storage requirements for the 10 year storm.***
3. That strict application of the relevant provisions of the storm water management criteria would deprive the applicant of reasonable use of the property for which the Waiver is sought; ***Strict interpretation of the criteria would cause the applicant to violate other local codes or ordinances to comply. In addition, the creation of any dry***

630 University Drive

October 11, 2021

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retention areas would, as a consequence of this project not being provided with a storm water discharge, result in standing, stagnant water on the surface. Providing the required storage on the surface of parking and drive areas, would, as a result of the lack of a storm water discharge, increase the duration of parking lot flooding and decrease the functionality of the site .

4. That the Waiver proposed is the minimum Waiver which makes possible the reasonable use of the property. ***The waiver requested would not alter the current and previously approved use of the property.***
5. That the grant of the Waiver will be in harmony with the general intent and purpose of this District, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare. ***Temporarily allowing 0.35 AF of below grade exfiltration trench capacity to suffice in lieu of the required 0.81 AF of surface storage at or below 10.1 NAVD will allow the owner to implement minor site changes to improve the function of the property.***

Recommended Conditions for Granting Waiver from District Standards

This office reviewed the development plans and calculations. The applicant has made a good faith effort, by agreeing to remove, replace and rehabilitate 50 LF of exfiltration trench to restore original permitted capacity. This office recommends the Board waive the requirement to store 0.81 AF of storm water runoff on the surface of the site below elevation 10.1 ft. NAVD, instead require a one hour exfiltration trench capacity of 0.35 AF, subject to the following conditions:

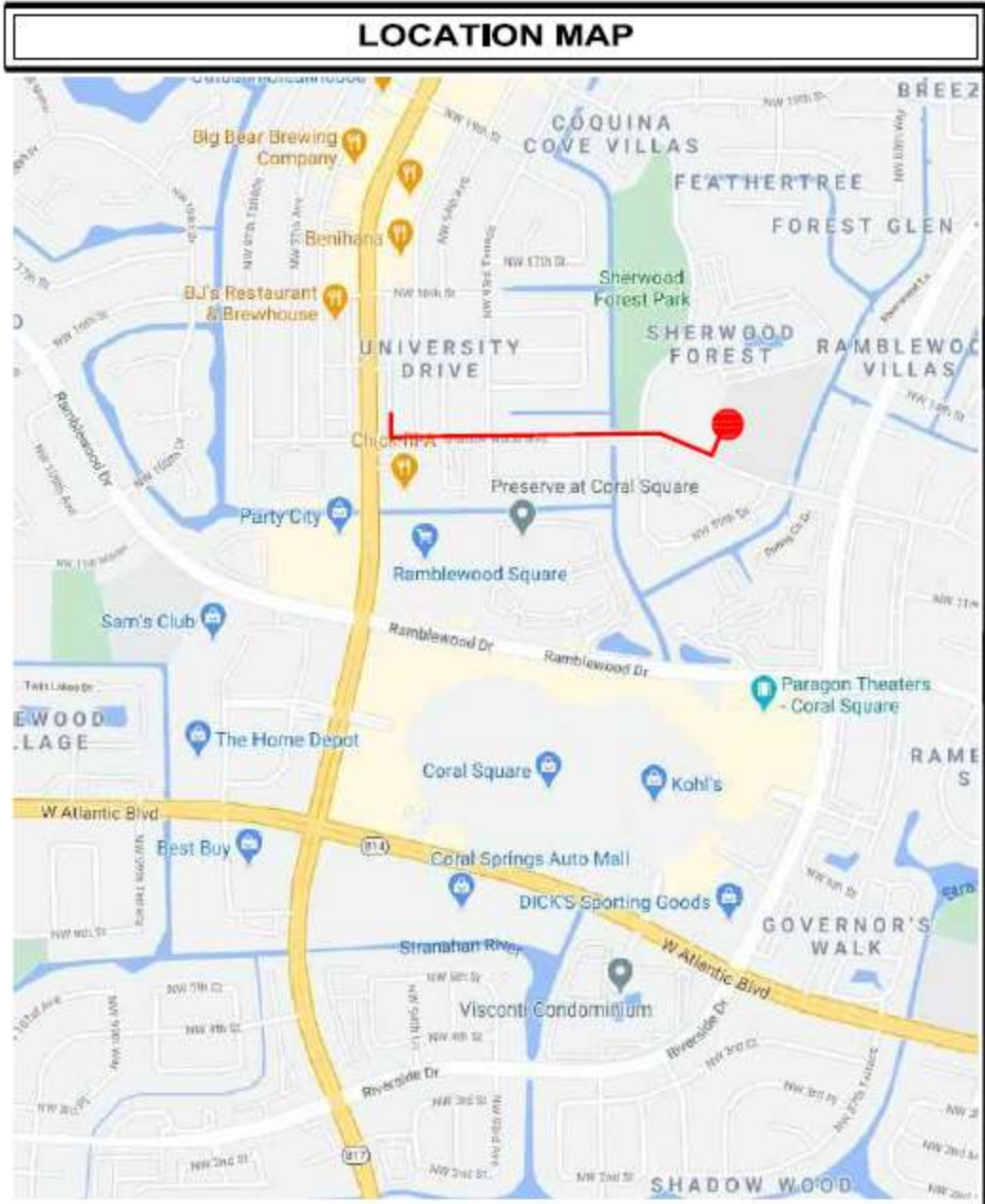
1. Replacement of pipe run P-4 involving 50 LF of 5 ft. wide exfiltration trench is completed as part of or prior to the construction of the second drive thru lane.
2. Construction of additional building square footage or additional impervious areas is prohibited without meeting the storage, water quality treatment and dry pretreatment requirements.
3. Replacement of buildings (or repairs affecting 50% or more of the structure area or value of structure) and involving no increase in the building coverage or Building Area will be required to fully comply with storage requirements.
4. The minimum perimeter elevation for this site be increased from 10.3 to 10.75 ft. NAVD, increasing on-site surface storage before off-site discharge.

I trust that this information is helpful. If you have any further questions please contact me.

Regards,

Glen A. Hanks, P.E.

4B



Fifth Order of Business

**CORAL SPRINGS IMPROVEMENT DISTRICT
GENERAL FUND
SUMMARY REPORT**

For the Period Ending September 30, 2021

	ADOPTED BUDGET FY 2020/2021	PRORATED BUDGET THRU 9/30/2021	ACTUAL 12 MONTHS ENDING 9/30/2021	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
TOTAL REVENUES	\$ 4,072,935	\$ 3,652,636	\$ 3,832,804	\$ 180,168
EXPENDITURES & RESERVES				
TOTAL EXPENDITURES	\$ 2,472,935	\$ 2,472,935	\$ 2,266,149	\$ 206,786
TOTAL RESERVES	\$ 1,600,000	\$ 1,600,000	\$ -	\$ 1,600,000
TOTAL EXPENDITURES & RESERVES	\$ 4,072,935	\$ 4,072,935	\$ 2,266,149	\$ 1,806,786
EXCESS REVENUES OVER (UNDER) EXPENDITURES & RESERVES			\$ 1,566,655	
FUND BALANCE BEGINNING			\$ 9,380,747	
FUND BALANCE ENDING			\$ 10,947,402	

**CORAL SPRINGS IMPROVEMENT DISTRICT
WATER & SEWER FUND
SUMMARY REPORT**

For the Period Ending September 30, 2021

	ADOPTED BUDGET FY 2020/2021	PRORATED BUDGET THRU 9/30/2021	ACTUAL 12 MONTHS ENDING 9/30/2021	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
TOTAL REVENUES	\$ 16,127,287	\$ 13,424,597	\$ 14,083,758	\$ 659,161
EXPENDITURES				
TOTAL ADMINISTRATIVE	\$ 2,474,455	\$ 2,474,455	\$ 2,118,550	\$ 355,905
TOTAL PLANT	\$ 7,772,422	\$ 7,772,422	\$ 5,179,037	\$ 2,593,385
TOTAL FIELD	\$ 2,775,397	\$ 2,775,397	\$ 2,069,985	\$ 705,412
TOTAL EXPENDITURES	\$ 13,022,274	\$ 13,022,274	\$ 9,367,572	\$ 3,654,702
AVAILABLE FOR DEBT SERVICE			\$ 4,716,186	
Total Debt Service			\$ 2,822,738	
Excess Revenues (Expenses)			\$ 1,893,448	
Net Assets Beginning			\$ 41,367,566	
Net Assets Ending			\$ 43,261,014	

CORAL SPRINGS IMPROVEMENT DISTRICT

CHECK REGISTERS - GENERAL FUND (BANK #1)

SEPTEMBER 2021

FUND	CHECK DATE	CHECK No.	AMOUNT
General Fund	9/01/2021 thru 9/30/2021	#12026- #12049	\$129,187.78
Total			\$129,187.78

CORAL SPRINGS IMPROVEMENT DISTRICT

CHECK REGISTERS - WATER & SEWER (BANK #1)

SEPTEMBER 2021

FUND	CHECK DATE	CHECK No.	AMOUNT
Water and Sewer	9/01/2021 thru 9/30/2021	#200071 - #20231	\$570,743.45
Total			\$570,743.45

CORAL SPRINGS IMPROVEMENT DISTRICT
SEP 2021

GENERAL FUND - CHECK REGISTERS (BANK #2)

FUND	CHECK DATE	CHECK No.	AMOUNT
General Fund	9/01/2021 thru 9/30/2021	N/A	\$0.00
Total			\$0.00

CORAL SPRINGS IMPROVEMENT DISTRICT
JULY 2021

WATER & SEWER - CHECK REGISTERS (BANK #2)

FUND	CHECK DATE	CHECK No.	AMOUNT
Water and Sewer	9/01/2021 thru 9/30/2021	N/A	\$0.00
Total			\$0.00

Sixth Order of Business



CONDO ELECTRIC MOTOR REPAIR

3615 East 10th Court, Hialeah, Florida 33013

Phone: (305) 691-5400 Fax: (305) 691-6564

WWW.CONDOELECTRIC.COM

September 14, 2021

Condo Electric Motor Repair, Corp. agrees to provide Coral Springs Improvement District the opportunity to provide Electric Motor and Pump Repair Services for Contract No. 062-17 from the City of Plantation.

Condo Electric Motor Repair, Corp further agrees that will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Condo Electric Motor Repair, Corp. agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

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

Sandra Demarco

210 N. University Drive, Suite 702 Coral Springs, FL 33071

(O) 954.603.0033, Ext. 40532

Email: PublicRecords@inframark.com

Hector A. Gomez

9/14/2021

Signature

Date

Seventh Order of Business

September 23, 2021

Joe Stephens
Utility Director
10300 NW 11th Manor
Coral Springs, FL 33071

RE: Recommendation for Submersible Pumps for Raw Water Wells
Submersible and Electric Inc. (SEI) Pumps and Motor

Dear Mr. Stephens,

Per your request, I have reviewed the information you have provided on the SEI pumps and motors and can make a recommendation to change from the HydroFlo pump and SEI motor to the SEI Pump and SEI motor combination for the following reasons.

- The SEI submersible motors that would be equipment on both pumps are acceptable. CSID and others (Fort Pierce Utility Authority, Deerfield Beach) have utilized this motor with submersible pumps and report very good results.
- The SEI pump curve information you provided for the SEI pump models show a slightly better efficiency at the desire operating point over the HydroFlo pump models that the SEI pumps would replace.
- The SEI pump and motor combination is less costly than the HydroFlo pump and SEI motor combination as you have indicated.
- Others (Deerfield Beach) has indicated good success with the SEI pump and motor combination.
- The manufacturer's representative (Atlantic Environmental Systems, Inc.) who you would be conducting business with to provide the SEI pump and motor combination has provided CSID and others excellent service in the past.

Should you any questions or need anything further, please contact me.

Sincerely,



Troy L. Lyn, P.E.
Executive Vice President
Globaltech, Inc.

CC David McIntosh/CSID via email
Rick Olson/CSID via email



Submersibles and Electric Inc
2664 S Litchfield Rd
Goodyear AZ 85338

23rd Aug 2021

To:
Coral Springs Improvement District
Coral Springs FL 33071
Attn: Mr. Christian McShea – Chief Operator

Please allow this letter to conform that our distributor, ATLANTIC ENVIRONMENTAL SYSTEMS, INC of Lake Worth FL, is the sole source for SEI pumps and motors in your area.

Please let us know any other information needed.

A handwritten signature in black ink that reads 'Anurag Sharma'. The signature is written in a cursive style and is positioned above a horizontal line.

Anurag Sharma

SUBMERSIBLES AND ELECTRIC INC.

Phone No. 888-938-3783, 818-231-0455 Fax No. 888-638-0797

www.seipumps.com

From: Kerry Prugh <kerry@emops.com>
Sent: Thursday, August 26, 2021 4:27 PM
To: Christian McShea <christianm@csidfl.org>
Subject: RE: Sole Source Expires 9/20/21 CSID

Hi Christian,

I was hoping that this wouldn't be an issue, but here is the situation.

Back in 2013, when we sold our first set of pumps and motors to CSID, Hydroflo Pumps had an arrangement with SEI to use their motors. Thus, we have supplied CSID with many SEI motors and Hydroflo pumps. This continued until 2019-2020 when SEI started using their own stainless steel pumps with their SS SEI motors. SEI has been making their own pumps since the 1950's, so they are very experienced, but they started out about 25 years ago with marketing just their SEI motors around the USA to various pump mfrs.. This got them into the USA marketplace. As they achieved good success with their motors, they brought their pumps in about 10 years ago. They continue to work with other pump mfrs., but their best offering now is an SEI pump with an SEI motor, all built of 316 stainless steel.

Last July (2020), we did supply CSID with a 40 HP SS SEI motor, and also an SEI Model P10-625-02A stainless steel pump. I'm not sure if you all have installed this pump or not, but it is made of fabricated stainless steel, so it is easy to tell from a Hydroflo Pump. SEI stainless steel pumps offer 2 big advantages over Hydroflo pumps;

- A) The SEI fabricated pump design is about 40% less costly when compared to Hydroflo. Our sale to CSID last July was \$ 7,375.00 for a 40 HP SS SEI motor and the above mentioned SEI pump. This price would have been over \$13,000 had we used a Hydroflo pump;
- B) SEI pumps average over 5% more efficiency when compared to Hydroflo. This provides a big electrical cost savings to CSID since these pumps run several thousand hours a year.

For example, a SS Model 9ML-1 Hydroflo Pump with a 40 HP SS SEI motor has a current cost of about \$14,500 (a 9%+ cost jump as the Hydroflo castings come from China), with about a 10 week delivery, and it will pump 700 GPM @ 140' TDH at 75% efficiency. The P10-625-02A SEI pump with a 40 HP SS SEI motor has a current cost of \$ 7,595.00 (less than 3% over last year's cost), with a 2 week delivery, and it will pump 700 GPM @ any TDH up to 170', at 81% efficiency.

Thus, you can see that for more than a year now, we have been offering our municipal customers the combination of SEI motors and pumps (rather than Hydroflo Pumps), as there is a great purchase price savings, they benefit from lower electrical costs, and better performance. We can even supply a new SEI SS pump for less cost than a complete rebuild of a 9ML-1 Hydroflo Pump.

Honestly, we had figured that we would not be selling any more Hydroflo Pumps to CSID, due to the advantage of SEI pumps. We still could take a look at a pump for the possibility of repair, but if it needed a new impeller, shaft, bearings, and collet, a brand new SEI pump would be about the same cost.

Unfortunately, this situation also means that we are not currently the sole-source supply for Hydroflo Pumps – we are one of a few distributors in SE Florida.

Please let me know if the above is workable for you. If you must have Hydroflo in the letter, I may be able to “pull some strings”, since this is a fairly recent development. Thanks,

Kerry
8-26-21



**ATLANTIC
ENVIRONMENTAL
SYSTEMS, INC.**

M.O.P.S.

Sept. 3, 2021

TO: Coral Springs Improvement District
10300 NW 11th MANOR
CORAL SPRINGS, FL 33071
PH: 954-796-6667

ATTN: Mr. Joe Stephens, Mr. Christian McShea

REF: Submersible Well Pumps and Motors

Gentlemen,

Please allow this letter to supplement the sole-source letter that we recently E-mailed to you from SEI Corp, for their pumps and motors.

SEI Corp. manufactures both submersible pumps and motors. Thus, their best combination is their own pump with their own motor. SEI pumps use a computer-robotic manufacturing system to make their pumps from fabricated type 316 stainless steel, the same as with their motors. This design allows for a more efficient (generally 5% and more) pump which saves the user many thousands of dollars in electrical costs, since the pumps run many thousands of hours each year over a period of several years. This advantage is paired with the cost savings of SEI pumps, over standard designs, and most SEI pumps cost 40% less than brands such as Hydroflo. SEI pumps also offer equal or better performance (more flow and pressure as needed) compared to standard pumps. Since SEI pumps are made at the same factories that make the SEI motors, they are fully compatible, but also CSID can use SEI pumps with most any of your other stock motor brands, since 40 and 50 HP motors all use the same 6" NEMA standard frame and shaft design.

Please note also that SEI offer the industries best warranty, which is 12 months usage up to 18 months after shipping. Thus CSID can stock SEI motors for up to 18 months and still get the full factory warranty.

Please let me know any questions or anything else needed. Thank you.

A handwritten signature in black ink, appearing to read "C. Kerry Prugh". The signature is fluid and cursive, written over a white background.

Mr. C. Kerry Prugh
Vice President

PAGE 2

**AES, INC., 2244 4th AVE. NORTH, LAKE WORTH, FL 33462 - PH: 561-547-8080, FAX: 561-547-3999
PUMP and CONTROL SYSTEMS - MANUFACTURING AND DISTRIBUTION**

**MANUFACTURERS OF M.O.P.S. - MANUFACTURED ODORLESS PUMP STATIONS
FOR SEWAGE, EFFLUENT, WASTEWATER, STORMWATER, and DRAINAGE APPLICATIONS**

**DISTRIBUTOR of SEI SUBMERSIBLE PUMPS AND MOTORS, SAER SUBMERSIBLE
MOTORS, HYDROFLO PUMPS, and PREFERRED PUMPS
AUTHORIZED U.L. LISTED CONTROL PANEL MANUFACTURER - UL50, UL508A, UL698A**

**WEBSITE: www.Emops.com / E-MAIL: kerry@emops.com
STATE of FLORIDA PROFESSIONAL ENGINEERING CERTIFICATION # 26398**



Coral Springs Improvement District

MEMORANDUM

Date: June 7, 2013
To: Board of Supervisors
From: Ken Cassel, District Manager
CC: William Capko, District Council
RE: Purchase of New Well Pumps

You will recall in prior meetings the District would have to replace a number of well pumps in addition to rehabilitating a number of wells. This upgrade and rehabilitation is in conjunction with needing proper flows and head pressures to operate the NANO plant. Staff in conjunction with Troy Lyn and his staff have evaluated a number of pump manufacturers and the needs of the District with regards to volumes and head pressures. We have chosen a pump manufacturer that meets our needs and is reasonable in price. I would like you to keep in mind that these pumps and motors have a life expectancy of 10+ years.

You have before you a memo from the water department to purchase four (4) Hydroflo Pumps to replace the pumps in wells 4, 5, 8, & 10 for the sum of \$9,985.00 per pump resulting in a total of \$39,940.00. The funds are available from two sources: bond proceeds and R&R. Wells 5 & 10 will be funded from bonds and wells 4 & 8 may come from R&R. A final determination of the source will be determined by Dan, Kay and me.

We are purchasing these pumps directly in order to save on mark ups and tax implications. Delivery time for the pumps is 8-10 weeks. This purchase is necessary at this time in order to be able to account for timing of other rehabilitation work and move forward with the ability to operate the NANO plant by itself and meet the needs of residents.

A motion to approve the purchase of four pumps from Hydroflow Pump Co. for \$39,940.00 is recommended.



Submersibles and Electric Inc
2664 S Litchfield RD
Goodyear AZ 85338

Date: August 24, 2020

To: Whom it May Concern

Please allow this letter to confirm that our distributor, Atlantic Environmental Systems, Inc. of Lake Worth, FL, is the sole-source for SEI motors and Hydroflo pumps, in the southern half of Florida.

Please let me know an other information needed.

Thank you

A handwritten signature in blue ink, appearing to read 'Anurag Sharma'.

Anurag Sharma
PRESIDENT

A handwritten signature in blue ink, appearing to read 'Martin Shank'.

MARTIN SHANK
PRESIDENT 09/21/2020

Phone No. 888-938-3783, 818-231-0455 Fax No. 888-638-0797

www.seipumps.com

EIGHTH ORDER OF BUSINESS



September 1, 2021

Coral Springs
10300 NW 11th Manor
Coral Springs, FL 33071
USA

Kimberly Bullard

Office Operations & Marketing Manager- NA
Sales, Business Development &
Communications
SEPARATION

p: 817-419-1746
f: 817-419-1946
Kimberly.Bullard@andritz.com

Page: 1 (total 1)

SUBJECT: SOLE SOURCE SUPPLIER

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at www.usa.Andritz.com.

Kimberly Bullard

ANDRITZ SEPARATION INC
Office Operations & Marketing Manager – NA
Sales, Business Development & Communications
SEPARATION

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, Texas 76001 USA
Direct Phone: 817-419-1746
Direct Fax: 817-419-1946
Kimberly.Bullard@andritz.com
www.andritz.com





QUOTATION

Customer: 118077
Coral Springs
 Improvement District
 10300 NW 11Th Manor
 Coral Springs FL 33071

Contact: **Thomas Kedrierski**
 Fax: **+19547574850**
 Copy to:
 Your inquiry: **email RFQ**

Our quote no: **20791443**

Supplier: **Andritz Separation Inc.**
 Contact: **Candace Holland**
 Phone: **+1 817 419 4444**
 Fax: **+18173756444**
 E-mail: **candace.holland@andritz.com**
 Date: **09/10/2021**

Sales Responsible: **MARKERT, LUKE**

Dear Thomas Kedrierski,

The delivery dates and price in Suppliers quotations dated 6/7/21, although represented as firm, were calculated based on sourcing and manufacturing certain components in areas affected by restrictions resulting from the COVID-19 break out and on information existing prior to the implementation of these restrictions.

Unfortunately, the unforeseen outbreak, spread and consequences of COVID-19, including governmental and other restrictions being put in place to mitigate its spread, will have an impact on the delivery time and price related to the components sourced from such countries. As such, Supplier's quoted delivery times and price will need to be adjusted once Supplier has better information with respect to the full impact of the coronavirus and related restrictions and when normal sourcing, manufacturing, personnel travel and transportation activities in or to the affected areas will resume. Supplier will update Purchaser as soon as more information is available and will submit a revised quotation/proposal with firm delivery dates and price as soon as commercially practicable.

Andritz reserves its right and shall be entitled to adjust its quoted delivery dates and/or price in order to reflect these impacts. Nothing in the quotations, or in any contractual documentation based upon the quotations shall be construed as a waiver of this right.

1. Scope of supply

For 400319879 Heavy Duty Belt Press
 Model: Heavy Duty Belt Press SMX 2,0
 Serial number: 0328
 OLD JOB 1325

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery

ANDRITZ Separation Inc.
 1010 Commercial Blvd. South
 Arlington, TX 76001 USA
 Tel : +1 (817) 465-5611
 Fax: +1 (817) 468-3961

Remit to:
 ANDRITZ Separation Inc.
 Dept: 0312
 P.O. Box 120312
 Dallas, TX 75312-0312
 Federal Tax ID Number: 59-3773483

Wire instructions:
 Nordea Bank Abp
 New York Branch
 SWIFT: NDEAUS3N
 Account: 8879433001
 ABA: 026010786



Our quote no: **20791443**

- 2. Billing Address for Invoice
- 3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
- 4. Reference this quote number.

Freight is excluded.

Products will be ready to ship in 5-6 weeks from receipt of approved purchase order.

****ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT EFFECTIVE IMMEDIATELY****

Please note currency is in US Dollars
 Andritz Inc Standard Terms & Conditions apply
 Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	WEAR STRIP , EXTRUDED, SOLIDUR, EP625 PROFILE A, 88" LG	131408677		61	PC	52.00	3,172.00
20	SPRAY NOZZLE	131410772		42	PC	17.13	719.46
30	FLAT GASKET	131410782		42	PC	0.77	32.34
40	BRUSH	131410779		2	PC	1,129.65	2,259.30
50	PRESS BELT	131410890		1	PC	2,097.12	2,097.12
60	FIELD SERVICE Andritz Job #1325 - 2.0 SMX-9	100031977		1	EA	7,420.00	7,420.00

Please be advised this is an estimate only. Actual costs will be adjusted, based on the service tech's time sheet and expenses, and invoiced upon completion of the service trip. It will be necessary to receive your purchase order before we can confirm this trip in our service schedule.

Labor:
 16 Travel Hours @ \$120/hr. = \$1,920.00
 20 Service Hours @ \$175/hr. = \$3,500.00

Expenses = \$2,000.00

Freight is not included in this price.



Our quote no: **20791443**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
Explanation of Services Removal of dive roll, nozzles, and wear strips.							
Customer Responsibilities Customer will provide 1 technician to assist. Customer will have machine cleaned and prepared for service.							
70	ROLL ASSEMBLY DRIVE, 13-1/4" 2.0M SMX S8	131406448		1	PC	11,307.85	11,307.85
80	AIR BELLOW	131410473		1	PC	328.97	328.97
90	AIR BELLOW	131410478		1	PC	467.05	467.05
Total Amount						USD	27,804.09

* S = Spare Parts, W = Wear Parts

Technical contact: Armondo Alvarado /**Phone:** +1 817 419 1728 / armondo.alvarado@andritz.com

Terms and Conditions

- 2. **Delivery Time:**
after receipt of order and any clarifications.
- 3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.
- 4. **Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
- 5. **Validity of quotation:**
This quotation is valid to 11/30/2021.

Other Terms:

6. **TERMS APPLICABLE**

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on. Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the



Our quote no: **20791443**

same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA
Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: **20791443**

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20. FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21. INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall



Our quote no: **20791443**

not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

23. E-verify:

See attached document regarding E-verify

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA
Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



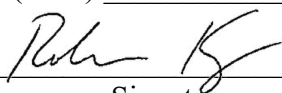
Andritz Separation Inc. agrees to provide Coral Springs Improvement District the opportunity to provide OEM parts and service for Andritz Belt press, per quote 20791443 further agrees that will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Andritz Separation Inc agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
 Sandra Demarco
 210 N. University Drive, Suite 702 Coral Springs, FL 33071
 (O) 954.603.0033, Ext. 40532
 Email: PublicRecords@inframark.com**

Title: VP Operations

Name: (Print) Robert King


 Signature

09/21/2021
 Date



NINTH ORDER OF BUSINESS



2455 Paces Ferry Road ♦ Atlanta, GA 30339

12 October 2021

Subject: CORAL SPRINGS IMPROVEMENT DISTRICT (FL) REQUEST FOR PARTICIPATION IN OMNIA COOPERATIVE CONTRACT 16154 FOR MRO SUPPLIES AND SERVICES – HOME DEPOT INFORMATION

To: Coral Springs Improvement District (FL)
10300 NW 11th Manor
Coral Springs, FL 33071
Attn: Curtis Dwiggin

References: (1) Maricopa County AZ contract 16154 for Maintenance Repair Operation Supplies, Industrial Supplies, and Related Products/Services under the OMNIA Cooperative purchasing contract – awarded effective 1-11-17 (“the Agreement”)

1. This letter is provided to the Coral Springs Improvement District advising they are a qualified participant in the subject contract.

2. Further, Home Depot (the Contractor) does participate in the federal eVerify employment compliance process for our associates in the State of Florida. The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees in the State of Florida. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement for employees in the State of Florida. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR’S failure to comply with E-Verify requirements evidenced herein.

3. IF THE VENDOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Sandra Demarco

210 N. University Drive, Suite 702 Coral Springs, FL 33071

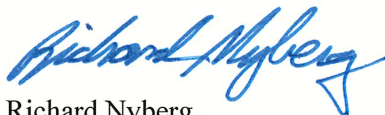
(O) 954.603.0033, Ext. 40532

Email: PublicRecords@inframark.com

4. The Home Depot OMNIA government sales leader for the state of Florida is Josias Myrthil, with his contact information of josias_myrthil@homedepot.com and 904-574-3557.
5. If you have any questions, please direct them to the undersigned at 770-384-3772.

Respectfully,

HOME DEPOT U.S.A. INC.



Richard Nyberg
Director, Pro Contracts

TENTH ORDER OF BUSINESS

10A

AMENDMENT 1 TO
WORK AUTHORIZATION 168

Globaltech No. 151176

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Membrane Train Flush Valve Addition, hereinafter referred to as the "Specific Project".

Section 1 – Terms

NO CHANGE.

Section 2 – Scope of Work

Amendment 1 is for additional work associated with the OWNER's request to modify the construction sequence of this work. FIRM moved forward with the project in late 2019 and was directed by OWNER to install the flush valve only on Train 2. FIRM halted work, canceled orders for unused materials and demobilized. These activities resulted in addition charges about which OWNER was informed. Following the completion of the reduced scope work, OWNER began a period of evaluation of the efficacy of the flush valve on Train 2.

In September 2021, OWNER agreed in theory to install the remaining two flush valves and requested that FIRM prepare a Work Authorization Amendment for the proposed work. This change order covers alterations in the design layout, modified

/ redundant purchase orders, a second mobilization, additional construction management, and material cost escalation.

Section 3 – Location

NO CHANGE.

Section 4 – Deliverables

NO CHANGE.

Section 5 – Time of Performance

The work associated with Amendment No. 1 will be completed within (10) ten weeks after authorization.

Section 6 – Method and Amount of Compensation

Work Authorization 168 was approved by OWNER in November 2019 with a fee of \$156,325. Of this amount, approximately \$78,000 has already been billed on engineering and the installation of the flush valve on Train 2. This Amendment No. 1 to Work Authorization 168 increases the original contract value by **\$17,814**, to a new final contract amount of **\$174,139**. A summary of the original and supplemental charges is included in Attachment A.

Original Contract	\$156,325
Amendment No. 1	\$17,814
Final Contract	\$174,139

If OWNER decides not to move forward with Amendment 1 to Work Authorization 168, the unused funds originally authorized will be returned.

Section 7 – Application for Progress Payment

NO CHANGE.

Section 8 – Responsibilities

NO CHANGE.

Section 9 – Insurance

NO CHANGE.

Section 10 – Level of Service

NO CHANGE.

Section 11 – Indemnification

NO CHANGE.

IN WITNESS WHEREOF, this Work Authorization, consisting of four (4) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date
Approved as to form and legality

District Counsel

State of Florida
County of Palm Beach
The foregoing instrument was
acknowledged before me on this

ENGINEER
Globaltech, Inc.
Company

____ day of _____, 2021 by

who is personally known to me OR
produced _____
as identification.

Signature
Troy Lyn, P.E., Vice President
Name and Title (typed or printed)

Signature of Notary

October 18, 2021
Date

Attachment A

Budget Summary



Takeoff Worksheet

10/06/21

**Coral Springs Improvement Dist
151176 CSID Membrane Train Flush Valve Addition**

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
Job: 151176 CSID Membrane Train Flush Valve Addition					
Bid Item: 1 General Requirements					
3		General Conditions	LOT		
		Submittal Labor	HR	4.00	404.00
		O&M Manual	HR	4.00	404.00
		Progress Meetings	HR	6.00	936.00
		Construction Scheduler	HR	6.00	564.00
		Construction PM	HR	30.00	4,680.00
		Construction Superintendent	HR	16.00	1,504.00
		Purchasing & Subcontract	HR	8.00	1,032.00
		Construction Assistant	HR	30.00	2,700.00
Bid Item Totals:					12,224.00
Bid Item: 2 Sitework					
		Mob/Demob	LOT	1.00	4,744.00
		Startup Crew	CR-D	1.00	1,800.00
		Punch Out Crew	CR-D	1.00	1,800.00
		Cleanup & Restoration	CR-D	1.00	1,800.00
Bid Item Totals:					10,144.00
Bid Item: 3 Concrete					
		Grout	LOT	1.00	307.63
		Grout Support Bases	CR-D	0.50	900.00
Bid Item Totals:					1,207.63

Takeoff Worksheet

10/06/21

Continued...

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
Bid Item:	5	Metals			
		Pipe Supports	LOT	1.00	10,151.63
		Misc Metals & Fasteners	LOT	1.00	1,845.75
		Installation	CR-D	3.00	5,400.00
				Bid Item Totals:	17,397.38
Bid Item:	9	Finishes			
		Signs & Labels	LOT	1.00	615.25
				Bid Item Totals:	615.25
Bid Item:	13	Special Construction			
		Programming	LOT	1.00	8,736.00
				Bid Item Totals:	8,736.00
Bid Item:	26	Electrical			
		Electrical Sub	LOT	1.00	10,640.00
		Electrical PM	HR	16.00	1,760.00
				Bid Item Totals:	12,400.00
Bid Item:	40	Process Interconnections			
		SS Pipe Modification	LOT	1.00	11,832.73
		12"X6" PVC SCH 80 TEE	EA	1.00	2,337.95
		12" PVC Flange	EA	4.00	959.79
		6" PVC Pipe & Fittings	LOT	1.00	3,753.03
		6" PVC BFV	EA	1.00	676.78
		PVC Glue & Misc Materials	LOT	1.00	430.68
		6" SS BFV & Operator	EA	3.00	20,063.30
		Flange Kits & Misc Materials	LOT	1.00	1,168.98
		Installation	CR-D	12.00	21,600.00
				Bid Item Totals:	62,823.24
Bid Item:	41	Material Processing & Handling			
		Misc Tools & Equipment	LOT	1.00	1,845.75
		Safety	HR	4.00	624.00

Takeoff Worksheet

10/06/21

Continued...

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
		Safety Equipment	LOT	1.00	307.63
				Bid Item Totals:	2,777.38
Bid Item:	100	Engineering			
		Engineering	LOT	1.00	28,000.00
				Bid Item Totals:	28,000.00
Bid Item:	103	Revised Construction Sequencing			
		MOB/DEMOB	LOT	1.00	4,744.00
		Cleanup & Restoration	CR-D	1.00	1,800.00
		General Conditions	LOT	1.00	3,500.00
		Electrical Sub	LOT	1.00	4,984.00
		6" SS BFV & Operator	EA	2.00	2,786.47
				Bid Item Totals:	17,814.47
				Grand Totals:	174,139.35

10B.

AMENDMENT 1 TO
WORK AUTHORIZATION 187

Globaltech No. 151178

Pursuant to the provisions contained in the “Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis” between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as “OWNER”, and Globaltech, Inc., hereinafter referred to as “FIRM”, dated July 1, 2012 (hereinafter referred to as “AGREEMENT”), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to DIW Building 500KW Generator Replacement, hereinafter referred to as the “Specific Project”.

Section 1 – Terms

NO CHANGE

Section 2 – Scope of Work

At OWNER’s request, the DIW Building Pump Room will be painted during improvements to the generator and fuel system.

Task 1 – Engineering Services

NO CHANGE

Task 2 – Installation of New Generator / Construction Services

1. Cover electrical equipment within DIW Pump Room
2. Pressure wash walls, ceiling and floors to remove dirt and loose paint.
3. Scrape loose paint around generator shroud.
4. Sand / grind floor coating to provide clean bonding surface

5. Paint all accessible areas of walls. In areas where electrical conduit is mounted flush to the walls, conduit will also be painted.
6. Paint large diameter piping and valves within the pump room.
7. Paint two 24-inch diameter pipes on the north exterior of pump building.
8. Paint floors and equipment pedestals stopping at the steel flange under the motors and pumps.
9. Paint a band of "safety yellow" around equipment pedestals and other trip hazards.

Assumptions

1. OWNER to select and/or approve colors.
2. FIRM to use Sherwin-Williams Marine & Protective Coatings paint (Macropoxy fast cure epoxy on floors / Acrolon Acrylic Polyurethane on the walls and piping).
3. Ceiling will not be painted.
4. FIRM will mask around existing diesel day-tank and paint as much area as possible.
5. FIRM will not investigate or repair source of coating failure around generator shroud.
6. Floor will be scarified (roughed up) to provide a bonding surface. Existing floor coating will not be sandblasted (removed) to bare concrete.

Section 3 – Location

NO CHANGE

Section 4 – Deliverables

NO CHANGE

Section 5 – Time of Performance

NO CHANGE

Section 6 – Method and Amount of Compensation
NO CHANGE

Original WA Budget	\$830,819.99
Amendment 1	\$0.00
Revised WA Budget	\$830,819.99

Section 7 – Application for Progress Payment
NO CHANGE

Section 8 – Responsibilities
NO CHANGE

Section 9 – Insurance
NO CHANGE

Section 10 – Level of Service
NO CHANGE

Section 11 – Indemnification
NO CHANGE

IN WITNESS WHEREOF, this Work Authorization, consisting of four (4) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

Signature of Witness

Signature of President

Printed name of Witness

Dr. Marty Shank
Printed Name of President

Date

Approved as to form and legality

District Counsel

State of Florida
County of Palm Beach

FIRM
Globaltech, Inc.

The foregoing instrument was acknowledged before me on this

18th day of October 2021 by

Signature

Troy Lyn, P.E., Vice President
who is personally known to me OR
produced _____
as identification.

Troy Lyn, P.E., Vice President
Name and Title (typed or printed)

October 18, 2021
Date

Signature of Notary

Eleventh Order of Business

Globaltech, Inc.
CSID Engineer's Report
October 18, 2021

PROJECTS UNDER CONTRACT

WA#168 – Membrane Train Flush Valve Addition / Backflow preventer elimination– On Hold pending data review

- Approved by Board – 11/18/19
- Amendment to complete Trains 1 & 3 on current agenda.
- Estimated project completion date – currently unknown

WA#182 – AWIA Risk Assessment and Emergency Response Plan - In Progress

- Approved by Board – 10/19/20
- Submitted Executive Summary and Risk and Resilience Assessment – 6/21/21
- Submit certificate of completion to EPA – 6/21/21
- Emergency Response Plan – estimated completion 10/29/21
- Estimated project completion – 12/31/21

WA#183 – Above Ground Fuel Storage Tanks & Dispensing System – Substantially Complete

- Approved by Board – 11/16/20
- Tanks placed – 5/20/21
- Replaced pumps to eliminate vibration issues – 9/10/21
- Conducted final walk through / Substantial completion - 9/17/21
- Installing vapor recovery system to satisfy permit terms – week of 10/11
- Estimated substantial completion – 10/22/21

WA#184 – HSP 7 Day Tank Replacement – Substantially Complete

- Approved by Board – 1/25/21
- Issued subcontract to Cypress Construction Group
- Project substantially complete – 5/27/21
- Subcontractor closing out electrical permit and punch list items
- Estimated project completion – 11/12/21

WA#187 – 500KW Emergency Generator – In Progress

- Approved by Board – 5/17/21
- Project kick-off meeting 6/10/21
- Signed purchase order for generator – 6/10/21
- Received revised submittals – scheduling a review meeting with staff – 10/13/21
- Preparing preliminary electrical drawings
- Estimated project completion – 5/2022

**CSID Engineer's Report
October 18, 2021**

ACTIVE PROJECTS (Cont.)

WA#188 – Atlantic Blvd. 4-inch Sleeve – Substantially Complete

- Approved by Board – 12/21/20
- Issued subcontracts to Murphy Pipe and Construction (MPC)
- All permitting complete – 7/02/21
- Sleeve installed 10/05/21
- Preparing close out documents and record drawings
- Estimated project completion – 10/30/21

WA#190 – Digester 1 Improvements – In Progress

- Approved by Board – 5/17/21
- Conducted hydrostatic leak test of new hatches (reviewed by Globaltech & WGI)
- Waiting on diffusers to be delivered
- Install new diffusers – anticipated week of 10/26/21
- Estimated project completion – 11/12/21

WA#192 – Canal Right-of-Way Tree Inventory – In Progress

- Approved by Board – 9/20/21
- Waiting on direction from CSID
- Estimated completion – 20 weeks from notice to begin work

WA#193 – WWTP Operating Permit Renewal and Reuse Study – In Progress

- Approved by Board – 9/20/21
- Draft to be submitted December 2021

Work Authorizations Under Development

WA#XX – HB53 Compliance – under development (11/15/21 Board)

WA#XX – Replace Blowers 4 & 5 (11/15/21 Board)

WA#XX – Distribution Line Valve Replacement – under development (11/15/21 Board)

WA#XX – PW8 VFD – under development (11/15/21 Board)

WA#XX – Generator Storage Building – under development

WA#XX - DIW Building Breaker Replacement - under development

WA#XX – PS 1 & 2 Trash Rack Bracket Replacement – under development

Twelfth Order of Business

12A.



Reply To: West Palm Beach Office

MEMORANDUM

TO: Dr. Martin Shank, Len Okyn and Chuck Sierra

TEL

FROM: Terry E. Lewis, David McIntosh and Kenneth G. Cassel

C: William G. Capko, Esquire and Seth C. Behn, Esquire

DATE: October 7, 2021

SUBJECT: Coral Springs Meeting Regarding Tree Pruning and Removal on CSID Property

David McIntosh, Ken Cassel and Terry Lewis met with the Coral Springs City Manager, Frank Babinec and John Hearn, the City Attorney on Wednesday, September 28, 2021 to discuss a variety of issues associated with CSID’s need to maintain its properties by removing obstructions including trees that are adjacent to CSID canals and water bodies and present a danger of falling into CSID waterways during tropical storm events. Such obstructions also prevent maintenance of CSID water management facilities. The topics discussed and agreement consensus or disagreements between CSID and City staff are the following:

1. **Exotic trees.** Per the City Manager, there is apparent agreement between CSID and the City that the City will not require mitigation for removal of identified exotic, non-native trees.
2. **Damaged or Diseased Trees.** Consistent with agreement between the CSID arborist and the City arborist regarding the CSID tree survey, trees identified as diseased or damaged will not require mitigation and may be removed.
3. City staff repeatedly indicated that determination of specific tree removal should occur following completion of the CSID tree survey. CSID staff did not disagree but urged the City to allow the survey to be used for at least 3 or 4 years rather than the 18-month period suggested by the City arborist. That discussion led to a commitment from the City to direct the City arborist to work with CSID to determine how long the survey could be used. What was concluded was that if the 18-month period was final, CSID would have to do the tree survey in

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Dr. Martin Shank, Len Okyn and Chuck Sierra

October 7, 2021

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segment so that any identified tree removal could be accomplished within an 18-month period. This issue will be discussed further by Mr. Cassel, CSID staff and the City.

4. **Tree preservation agreements between CSID and District residents.** There seems to be agreement that the District could enter into tree preservation agreements with residents if the trees were comparatively small, slow growing, didn't prevent waterway maintenance and presented little or no danger of falling into District waterways. CSID explained that the Sunshine Water Control District has a variety of such options available to residents that desire to keep certain trees. Currently, the City doesn't object to the Sunshine policies. Similar options to the Sunshine options would be utilized in those situations.
5. **Native Trees.** CSID staff presented the City with its zoning maps which identify a substantial majority of CSID's property adjacent to CSID waterways which are zoned residential and according to Section 165. 045, Florida Statutes should be exempt from City regulation requiring a City permit and mitigation for removal. Here we received push back from the City attorney. He would not agree that the statute applied to CSID although the property is clearly zoned residential and CSID is the owner. This debate lasted for some time and the City Attorney would not change his position. Finally, CSID's counsel suggested that perhaps the City Counsel would consider a waiver of its regulations since CSID is the responsible governmental entity for operating and maintaining a water management system for a substantial part of the City. City Counsel was of the opinion that that could be considered if the City Code could be amended to authorize such a waiver. City staff was neutral on that proposal but indicated that CSID would need to make the request to Planning and Zoning to initiate the process. From the standpoint of political possibilities, we think we would need to approach City Council members that might be favorable to authorizing waiver language if they understand one local government charging another local government permit and mitigation fees and costing the District money that should be used for water management purposes simply wasn't good policy.
6. **Stump Grinding v. Flush Cut of Fallen Trees.** CSID brought up the issue of stump grinding v. flush cutting of fallen trees after storm events. CSID staff explained the FEMA will pay for flush cutting but not stump grinding. City staff stated that the City Code requires stump grinding and would require an amendment to the code by ordinance to allow for flush cutting. CSID staff asked about an amendment to allow flush cutting and were informed that such a request for an amendment could be made to Planning and Zoning but would need to be approved by City Council. Again, City staff seemed neutral on the proposal.

This is a general summary of topics discussed and status. CSID staff requests guidance on the next steps. Following that, we will put a letter together to City staff, confirming which topics we believe we have agreement on and those that still need work.