

Memo

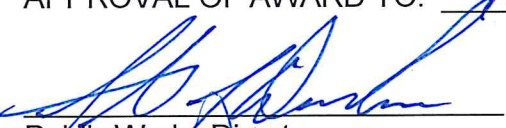
To: John A. Peters, III, P. E., Acting City Manager
From: Mary E. Perez, Purchasing Agent
Date: May 23, 2022
Re: Bid #22029 Eastern Water Reclamation Facility Membrane
Additional and Modifications

Two bids were received for Bid#22029 for Eastern Water Reclamation Facility Membrane Additional and Modifications. The bids and the bid tabulation are attached. The low bid was for \$2,419,000.00 from Prime Construction Group, Inc.

Please complete the below section and return it to me for Acting City Manager approval. Once it is signed, I will return it to you to do the agenda memo for Commission approval. If you have any questions, please let me know. Thanks.

Mary

APPROVAL OF AWARD TO: PRIME CONSTRUCTION


Public Works Director

5-26-22
Date


Acting City Manager

5/27/22
Date

BIDDERS CHECKLIST

The following is a voluntary list for all potential bidders to use in order to ensure the accuracy of their bid submittal. Failure to submit the required forms and documentation, completely and accurately, will render your bid as Non-Responsive and it will be rejected.

- ⊗ Bid Response Form (Section 00300)
 - ⊗ Schedule of Base Bid Manufacturers/Suppliers (Section 00300A) *if applicable*
 - ⊗ Substitution List of Manufacturers/Suppliers (Section 00300B) *if applicable*
 - ⊗ Bidder's Contact and Information Form (Section 00310)
 - ⊗ Questionnaire Form (Section 00315)
 - ⊗ Non-Collusion Affidavit Form (Section 00320)
 - ⊗ Conflict of Interest Form (Section 00322)
 - ⊗ Bidder's Certification Form (Section 00325)
 - ⊗ Sworn Statement on Public Entity Crimes (Section 00330)
 - ⊗ Corporate Resolution Form (Section 00335)
 - ⊗ Hold Harmless and Indemnity Agreement (Section 00340)
 - ⊗ References Form (Section 00345)
 - ⊗ Sub-Contractors and Affiliates Form (Section 00350)
 - ⊗ Drug-Free Workplace Form (Section 00355)
 - ⊗ Trench Safety Affidavit Form (Section 00360)
 - ⊗ E-Verify Form (Section 00365)
 - ⊗ Bid Bond Form (Section 00370)
 - ⊗ Power of Attorney (Section 00380 – to be provided by Surety)
 - ⊗ Acknowledgement of all Addendums
-
- ⊗ 2 Copies of Bid Submittal (1 original and 1 Electronic Copy [CD or Flashdrive])

SECTION 00300
BID RESPONSE FORM

Proposal of Prime Construction Group, Inc., hereinafter called "Bidder", a
corporation doing business as Prime Construction Group, Inc. to the City of
Deltona, Florida hereafter called "Owner". The Bidder, in compliance with the Owner's invitation for bids for the
construction of:

The City of Deltona

ITB # PW22029

EASTERN WATER RECLAMATION FACILITY MEMBRANE ADDITION AND MODIFICATIONS

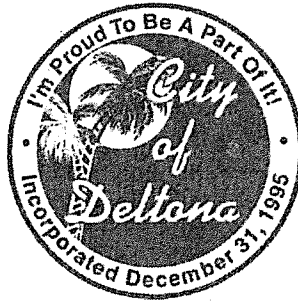
having examined the plans and specifications with related documents and the site of the proposed work, and being
familiar with all of the conditions surrounding the construction of the proposed project including the availability of
materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in
accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These
prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which
this proposal is a part.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and General Conditions, Instructions,
and Information for Bidders.

Bidder hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to
Proceed" of the Owner and to substantially complete the Project within **335** consecutive calendar days and to fully
complete the Project within **30** consecutive calendar days thereafter as stipulated in the specifications. Bidder
further agrees to pay any liquidated damages, as specified in the Agreement, for each consecutive calendar day
thereafter.

~~Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is~~
hereby acknowledged:

No. <u>1</u>	Dated: <u>5/5/2022</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>5/16/2022</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____



ADDENDUM #1 TO BID#22029
Eastern Water Reclamation Facility Membrane Addition & Modification
May 5, 2022

This addenda extends the bid due date until Friday, May 20, 2022 at 2:30 in the 1st floor conference room located at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

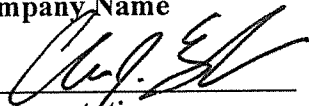
It is also being issued to let bidders know that the City requires Rocha controls for the SCADA integration portion.

This Form Must Be Completed and Returned with your Submittal.

I hereby confirm that I am authorized to submit this addendum on behalf of:

Prime Construction Group, Inc.

Company Name



Representative

Charles J. Brackett III, President/CEO

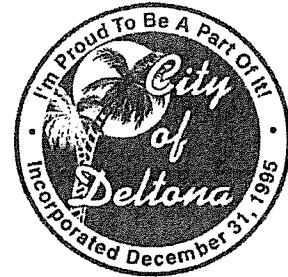
5/20/2022

Date

City of Deltona

Bid # PW22029

Purchasing Division
2345 Providence Boulevard
Deltona, FL 32725



Addendum No. 2

DATE: May 16, 2022

PROJECT: Eastern Water Reclamation Facility Membrane Addition & Modifications
for the Water Utilities Department

BID NO.: 22029

OPENING DATE: May 20, 2022, 2:30 PM EST, 1st Floor Conference Room, City Hall

This Addendum No. 2 is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

I. QUESTIONS AND ANSWERS

1. **Question/Comment/Request:** Does the General Contractor (GC) pay for any building permit fees required or is the City going to waive the fees? If the GC is to pay, can an allowance be provided for any fees?

Response: Building permit fees will be required to be paid by the Contractor. Bidders should contact the Building Department to ascertain the fee structure.

2. **Question/Comment/Request:** Does the project or the City require any AIS or USA domestic only products?

Response: The City is receiving financial assistance the Florida Department of Environmental Protection to partially fund this project. A copy of the grant document is attached.

3. **Question/Comment/Request:** Sheet D-102 calls for the GC to bypass the splitter box to install the valves required at a bypass rate of 350 GPM. Is any sludge or grit cleaning required to perform this work?

Response: The amount of grit or debris that needs to be removed to complete the work. In the absence of such information a depth of grit/debris of three (3) feet may be assumed.

4. **Question/Comment/Request:** Sheet D-104, note 2 calls for the GC to cut back all existing anchors 2" clear into the wall or slab during demolition. How many existing anchors are there to remove & patch?

Response: The number of anchors to be removed is unknown; however, in lieu of the current requirement, the anchors may simply be cut flush with the floor.

5. **Question/Comment/Request:** Sheet D-104 & D-106, note 3(both sheets) calls for the GC to coordinate with the owner down time needed to perform the removal & installation of the diffusers. This work will take several weeks to complete. Is there a sequence of work preferred by the City in all the tanks? Is the GC responsible for any bypassing required? If so, what are the flow rates for bypassing?

Response: There are two trains with multiple treatment chambers. At least one (1) train shall be operable at all times. It would be preferable to modify the east train first. Bypassing should not be required.

6. **Question/Comment/Request:** Sheet D-502, detail 5 shows a Cyclone device. Kubota is not including this in their scope. Is this to be installed as part of this project? If so, who is the approved manufacturer?

Response: The cyclone shall be fabricated in general accordance with the detail shown on the Drawing and the final configuration shall be reviewed and approved by Kubota.

7. **Question/Comment/Request:** Sheet D-112 shows the additive alternate for the four telescoping valves. Can the City shut down the anoxic zone tanks a few days while each valve is installed? Is the GC responsible for any bypassing required? If so, what are the flow rates required for bypassing?

Response: Bypassing should not be required. A single anoxic zone may be shut down to facilitate this work; however, it must be coordinated with the City and other work activities.

8. **Question/Comment/Request:** Sheet D-112, Section E shows two pipes mounted to the floor of the MBR tanks on new pipe supports being cored through the walls. Each pipe scales to 26 feet long or so. Are these new pipes being installed as part of the additive alternate? If so, what size pipes are these lines & are they SS or DIP? If so, how long can the tanks be shut down for this work?

Response: The pipes in question are in fact the additive alternate. The size is 12". The material is ductile iron. There are two trains with multiple treatment chambers. At least one (1) train shall be operable at all times. It would be preferable to modify the east train first. Bypassing should not be required. This work should be done concurrently with the aeration system replacement.

9. **Question/Comment/Request:** On E-201 attached there are three MOV's shown, highlighted in yellow. There are only I & C conductors with raceways shown. Not shown in the "E" and or "I" drawings the source power to the MOV's. There is also a FIT highlighted and the same goes for it. No source power to the instrument.

Response: The FIT is looped powered, 120 volts not required. MOV's are powered from the control panel, control and power conductors are run in same conduit.

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule below:

Item No.	Description	Quantity	Unit	Unit Cost	Total Price
General Requirements					
1	Mobilization/Demobilization (Not to exceed 5% of the total project price)	1	LS	\$ 110,000.00	\$ 110,000.00
2	General Requirements, Bonds, and Permits (Not to exceed 2% of the total project price)	1	LS	\$ 40,000.00	\$ 40,000.00
3	Indemnification	1	LS	\$ 1,000.00	\$ 1,000.00
4	Membrane Bioreactor Improvements	1	LS	\$ 1,188,000.00	\$ 1,188,000.00
5	Fine Bubble Diffused Aeration System Replacement	1	LS	\$ 340,000.00	\$ 340,000.00
6	All Items Not Included in Bid Items 1-5	1	LS	\$ 590,000.00	\$ 590,000.00
TOTAL BASE BID					\$ 2,269,000.00
TOTAL BASE BID IN WORDS: Two Million Two Hundred Sixty Nine Thousand _____ DOLLARS AND ⁰ ____/100 CENTS					

Item No.	Description	Quantity	Unit	Unit Cost	Total Price
Additive Alternate					
1	Telescoping Valve Improvements	1	LS	\$ 150,000.00	\$ 150,000.00
TOTAL ADDITIVE ALTNERATE					\$ 2,419,000.00
TOTAL ADDITIVE ALTERNATE IN WORDS: Two Million Four Hundred Nineteen Thousand _____ DOLLARS AND ⁰ ____/100 CENTS					

The line item pricing provided above shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds required. Any changes to the Work after issuance of the Notice of Award shall be processed in accordance with Articles 10, 11, and 12 of the General Conditions (Section 00700) and Article 5 of the Agreement with the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

A bid security, attached in the sum of five (5) percent of the Total Bid Amount, is to become the property of the Owner in the event contract and bond are not executed within thirty (30) days of the Owner issuing a Notice of Award, as liquidated damages for the delay and additional expense to the Owner caused thereby.

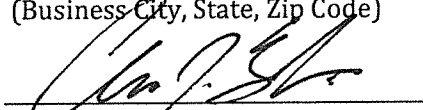
Respectfully submitted:

By: Prime Construction Group, Inc.
(Business Name)

(SEAL - if bid is by corporation)

1000 Jetstream Drive
(Business Address)

Orlando, FL, 32824
(Business City, State, Zip Code)


(Signature)

Charles J. Brackett III
(Printed Name)

President/CEO
(Title)

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS
(SECTION 300A)

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled. Listed manufacturers/suppliers identified as deductive alternates will be considered as a deductive alternate as presented in the Deductive Alternate Section of the Bid Form.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Lowest Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers/suppliers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or an "or equal" is rejected, he must use the manufacturer/supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.7 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitution or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitution or "or equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by others and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply, complete information on proposed substitution or "or equal" items prior to the Notice of Award.

Category I - **SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS**
(SECTION 300A)

Item No.	Equipment Item or Material	Specification Section No.	Manufacturer/Supplier		
1	Fine Bubble Diffused Aeration System	11300	Sanitaire	/	Moss Kelley, Inc.
2	MBR System - Kubota Membranes	11376	Kubota	/	Moss Kelley, Inc.
3	Positive Displacement Blowers & Accessories	11450	Aerzen USA Corp.	/	Envirosales, Inc.

SEE APPENDIX A: LIST OF APPROVED PRODUCTS

SUBSTITUTION LIST OF MANUFACTURERS / SUPPLIERS
(SECTION 00300B)

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	<u>None</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
2.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
9.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SUBSTITUTIONS AND "OR EQUAL"

The above signed as Bidder agrees that substitutions or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraphs 6.7, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List will be evaluated by the Engineer in accordance with the General Conditions.

BIDDER'S CONTACT AND INFORMATION FORM
(SECTION 00310)

BIDDERS INFORMATION

Firm Name:	Prime Construction Group, Inc.
Firms Principal Address:	1000 Jetstream Drive, Orlando, FL, 32824
FEIN #:	59-3210337
State of Florida General Contractors License #:	CGC1526668; CUC1225568

BUSINESS STRUCTURE

Corporation, Joint Venture, or Partnership: Bidders submitting bids as a Joint Venture shall submit a copy of their joint agreement. If a joint venture or prime/sub-contractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

BUSINESS STRUCTURE	INDICATE BY (X)	COPY OF JOINT VENTURE AGREEMENT ATTACHED (Y / N)	IF APPLICABLE, HOW WILL WORK BE DISTRIBUTED BETWEEN PARTNERS?
CORPORATION	X	N	N/A
JOINT VENTURE			
PARTNERSHIP			
Is your company registered and licensed in the State of Florida to do business? <u> X </u> YES <u> </u> NO			
If a Joint Venture, has this partnership worked together on a similar project? <u> N/A </u> YES <u> </u> NO			

BIDDER'S CONTACT AND INFORMATION FORM
(SECTION 00310 Continued)

BUSINESS OFFICERS

POSITION	NAME	CONTACT INFORMATION
PRESIDENT	Charles J. Brackett III	cbrackett@primeconstructiongroup.com 407-856-8180
VICE PRESIDENT	Wyatt H. Hazy	whazy@primeconstructiongroup.com 407-856-8180
VICE PRESIDENT		
SECRETARY	Wyatt H. Hazy	whazy@primeconstructiongroup.com 407-856-8180
TREASURER	Charles J. Brackett III	cbrackett@primeconstructiongroup.com 407-856-8180
PROJECT MNGR (ASSIGNED TO THIS PROJECT)	Jeff Holaday	jholaday@primeconstructiongroup.com 407-856-8180

BUSINESS LOCATION

Address of office in which work is to be performed from if different than principal address: <u>1000 Jetstream Drive, Orlando, FL, 32824</u>
Distance from the job site to firms business address: <u>50.8</u> Miles
Other office locations – Location of other offices from which resources may be drawn: <u>N/A</u>

QUESTIONNAIRE FORM
(SECTION 00315)

How many years has your organization been in the construction business? <u>30+</u> years
How many years has your organization held a General Contractors License in Florida? <u>30+</u> years
Does your organization have government / municipal construction experience? ☒ Yes ☐ No
Does your organization have experience with Federally funded construction projects? ☒ Yes ☐ No
Has your organization held a previous business name? ☐ Yes ☒ No <i>(if applicable list other names)</i> _____ _____ _____
Are you currently pre-qualified with any governmental agency? ☒ Yes ☐ No <i>(if yes, please list)</i> <u>Osceola County, Brevard County, City of Kissimmee, City of Ocoee, City of Orlando, City of St. Cloud,</u> <u>City of Winter Park, FDOT, GOAA, Orlando Utilities Commission, Tohopekaliga Water Authority,</u> <u>SSNOCWTA, Clearwater, JEA, Osceola County Schools, City of DeLand, FDEP</u>
Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused pre-qualification? ☐ Yes ☒ No <i>(if so, please list and describe)</i> _____ _____ _____
Within the previous five years has your organization or predecessor organizations ever failed to complete a project? ☐ Yes ☒ No <i>(if so, state the name of the organization and reason)</i> _____ _____ _____

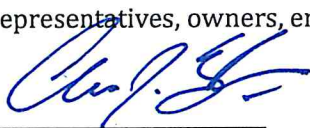
**NON COLLUSION AFFIDAVIT FORM
(SECTION 00320)**

STATE OF FLORIDA

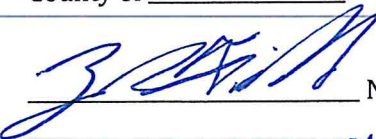
COUNTY OF VOLUSIA

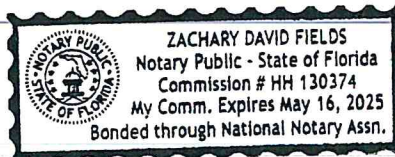
Charles J. Brackett III, being first duly sworn deposes and says that:

- i. He/She is the President/CEO, of
Prime Construction Group, Inc., the Bidder that has submitted the attached Bid;
- ii. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- iii. Such Bid is genuine and is not a collusive or sham Bid;
- iv. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- v. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By 
Charles J. Brackett III, President/CEO

Sworn and subscribed to before me this 6th day of May, 2022, in the State of Florida,
County of Orange.

 Notary Public
My Commission expires: 5/16/25



**CONFLICT OF INTEREST FORM
(SECTION 00322)**

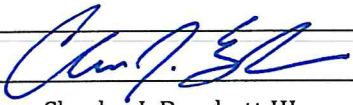
I HEREBY CERTIFY that

1. I, (printed name) Charles J. Brackett III, am the
(title) President/CEO and the duly authorized representative of the firm of (Firm Name)
Prime Construction Group, Inc. whose address is 1000 Jetstream Drive, Orlando, FL, 32824, and
that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent,
due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or
person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): None

Signature: 

Printed Name: Charles J. Brackett III

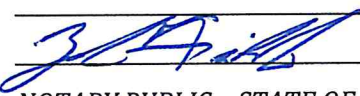
Firm Name: Prime Construction Group, Inc.

Date: 5/6/22

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 6th day of May, 2022, by

Charles J. Brackett III, who is/are personally known to me or who has/have produced
 as identification.

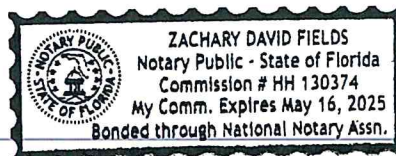
NOTARY PUBLIC - STATE OF Florida

Type or print name:

Zachary Fields

Commission No.: #HH 130374

(Seal) Commission Expires: 5/16/25



**BIDDER'S CERTIFICATION FORM
(SECTION 00325)**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices and rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the Proposal.

I agree to abide by all conditions of the Proposal and understand that a background investigation may be conducted by the City of Deltona prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Proposal on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Deltona Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

Signature

Charles J. Brackett III, President/CEO

Name & Title, Typed or Printed

1000 Jetstream Drive

Mailing Address

Orlando, FL, 32824

City, State, Zip Code

(407) 856-8180

Telephone Number

Sworn to and subscribed before me

This 6th day of

May 20 22

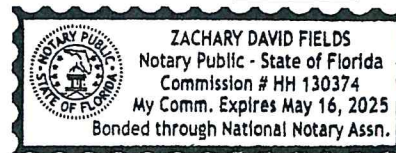
Signature of Notary

Notary Public, State of Florida

Personally known x

-OR-

Produced Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(SECTION 00330)**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Deltona by Charles J. Brackett III, President/CEO
(Individual's name and title)

For Prime Construction Group, Inc.
(Name of entity submitting sworn statement)

Whose business address is 1000 Jetstream Drive, Orlando, FL, 32824

And (if applicable) its Federal Employer Identification Number (FEIN) is 59-3210337
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF DELTONA IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

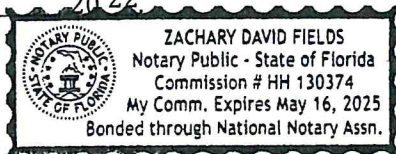


SIGNATURE Charles J. Brackett III
President/CEO
5/6/2022

DATE

State of Florida
County of Orange

Personally appeared before me, the undersigned authority, Charles J. Brackett III (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 06 day of May 2022.





NOTARY PUBLIC

My commission expires: 5/16/2025

CORPORATE RESOLUTION FORM
(SECTION 00335)

I, Wyatt H. Hazy, Secretary of Prime Construction Group, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on May 6th, 2022 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation
A Bid and Agreement to Prime Construction Group, Inc. for the construction of East WRF Membrane Addition
and Modifications.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
Charles J. Brackett III	President/CEO/Treasurer	
Wyatt H. Hazy	Vice President/COO/Secretary	

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation
this 6th day of May, 20 22

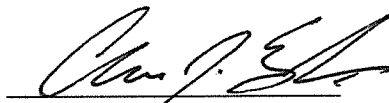
**HOLD HARMLESS AND INDEMNITY AGREEMENT
(SECTION 00340)**

Prime Construction Group, Inc., agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



CONTRACTOR
Charles J. Brackett III
President/CEO

5/6/2022
DATE

REFERENCES FORM

(SECTION 00345)

List the 5 most recent projects that best illustrate the experience of your firm with projects of the same size and scope of work as per the specifications and drawings herein.

The City of Deltona is seeking Contractors who have proven, past, positive experiences as the Prime Contractor in projects of similar and same size of scope of work. These references are required with your submittals. References shall contain the Owners contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted. Contractors not having past, positive experiences as a Prime Contractor in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered. References which are located in foreign countries are not acceptable.

Project # 1

Name of Project	Project Owner	Value of Project	Start / End Date
Casselberry Howell Park WTP Rehabilitation	City of Casselberry	\$2,956,740.00	S: 1/26/2020 E: 5/28/2021
PROJECT DESCRIPTION The project consisted of demolition of existing buildings and office, yard piping, pumps, chemical skids and tanks, flow meters, fuel tank and piping, fencing, landscaping, electrical and instrumentation equipment. Construction of new HSP and Electrical buildings including HVAC, cabinetry, bathroom fixtures. Various site improvements including site restoration, sodding, fencing. See attached project sheet for more information.			
Contact Name	Contact Phone #	Contact Email	
Tara Lamoureux	407-262-7725	tlamoureux@casselberry.org	

Project # 2

Name of Project	Project Owner	Value of Project	Start / End Date
Y18-736 Pump Stations Package 5	Orange County	\$1,825,218.00	S: 7/19/2018 E: 8/12/2019
PROJECT DESCRIPTION Construction of a new duplex pump station with a new wet well to replace an existing pump station that will be demolished. Improvements made to the pump station including installation of liners and wet wells, replacement of pumps (greater than 5 HP), riser and discharge, electrical systems, and improve site access and security. Emergency generator installed (40 KW). See attached project sheet.			
Contact Name	Contact Phone #	Contact Email	
James Montalvo	407-506-2120	james.montalvo@ocfl.net	

REFERENCES FORM
(SECTION 00345 Continued)

Project # 3

Name of Project	Project Owner	Value of Project	Start / End Date
Y17-722 SWRF Sodium Hypochlorite Storage & Feed Sys.	Orange County	\$2,775,868.00	S: 7/10/2017 E: 12/31/2018
PROJECT DESCRIPTION			
Obtained building permit through Orange County. North System - three (3) new 15,600 gallon, single-wall vertical fiberglass reinforced plastic storage tanks under new metal roofed structure, three (3) simplex metering pump skids and one (1) triplex metering pump skid. South System - two (2) 9,900 gal. single-wall vertical fiberglass reinforced plastic storage tanks under new metal roof. See attached project sheet.			
Contact Name	Contact Phone #	Contact Email	
Terra Reffitt	407-947-9802	terra.reffitt@ocfl.net	

Project # 4

Name of Project	Project Owner	Value of Project	Start / End Date
Eatonville Park Master Lift Station Replacement	Town of Eatonville	\$748,000.00	S: 1/1/2020 E: 9/25/2020
PROJECT DESCRIPTION			
Installation of new master lift station. Station was 10' diameter, 20' deep with duplex 25 HP submersible pumps, 10" SS discharge, flow meter and 125kw emergency generator with fuel tank. 150 LF of new 8" gravity sewer, included new chain link fencing, double swing gates, concrete driveway, stone ground cover, area lighting and restoration of 800 SY of roadway. See attached project sheet.			
Contact Name	Contact Phone #	Contact Email	
Rhonda Anderson	407-623-8900	randerson@townofeatonville.org	

Project # 5

Name of Project	Project Owner	Value of Project	Start / End Date
Pump Stations Package 18	Orange County	\$2,068,896.00	S: 10/4/2018 E: 10/28/2019
PROJECT DESCRIPTION			
Rehab of 5 Orange County lift stations. Various site improvements to include concrete work, stone coverings, fencing and piping. Wet wells were lined with FRP Liners and re-plumbed per the county standards. Plumbing included new base plates, stainless steel risers, pumps from 5 to 12 HP operated on new electrical systems utilizing VFDs and tied into county wide SCADA system. See attached project sheet.			
Contact Name	Contact Phone #	Contact Email	
James Montalvo	407-506-2120	james.montalvo@ocfl.net	

**** See additional Project Sheets attached for more detailed information and additional references.****

Similar Projects: Town of Lady Lake - WRF Expansion Ph. 2

Job #	Project Name	Project Amt	Final Contract
19009	Casselberry Howell Park WTP Rehab	\$2,750,000	\$2,956,740
% Complete		NTP	Final Completion
100		1/26/2020	
Owner:		Engineer:	
City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707 Contact: Tara Lamoureux Telephone: (407) 262-7725 E-Mail: tlamoureux@casselberry.org		CPH Engineers 117 East Robinson Street Orlando, FL 32801 Contact: Scott Breitenstein, PE Telephone: (407) 425-0452 E-Mail: SBreitenstein@cphcorp.com	

Scope of Work

The project consisted of the demolition of several items including existing buildings and office, yard piping, pumps, chemical skids and tanks, flow meters, fuel tank and piping, fencing, landscaping, and electrical and instrumentation equipment. The construction of a New Chemical Building - including plumbing, lighting, HVAC, fixtures, roofing system, safety equipment, concrete formwork, and painting. The construction of a New High Service Pump, Electrical, and Operations Building - including pulling building permits, plumbing, lighting, HVAC, cabinetry, bathroom fixtures, roofing system, safety equipment, concrete formwork, and painting. The construction of new site piping to include water main and distribution systems to include flow meters, vales and fittings. Various site improvements to include Site Restoration, Sodding, Fencing/Wall, Landscaping, Access Driveway, Access Gate, and Detector Loop. Equipment furnished and installed including; new HSP's, New Orthopolyphosphate System - Including chemical skids, piping, and injection points; Pre and Post Cl2 System - including chemical skids, piping, injection points, and chemical storage tanks; Fuel Oil Piping for Relocated Fuel Tank; grinder pump station and associated piping, including connection to off-site manhole. The project also included; Furnish and Install grinder pump station and associated piping, including connection to off-site manhole; Furnish and Install Coating System - Including all piping, fittings, valves, and pumps; Furnish and Install Coating System for exterior of 0.25 MGD Ground Storage Tank and 0.5 MGD Ground Storage Tank; Rehabilitate 0.25 MGD Ground Storage Tank and 0.5 MGD Ground Storage Tank. Clean, furnish and install coating system for interiors of both ground storage tanks. Minor screen and level gauge. Also included; New Electrical System including main breaker, ATS, Panel P1, VFDs, MCCs, transformer, disconnect switches, circuit breaker enclosures, starters, panelboards, shunt trips, all conduits and wire for a complete electrical system, and electrical testing. New complete SCADA system fully integrated into the City System.

Similar Projects: Town of Lady Lake - WRF Expansion Ph. 2

Job #	Project Name	Project Amt	Final Contract
18002	Y18-736 Pump Stations Package 5	\$1,749,479	\$1,825,218
% Complete		NTP	Final Completion
100		7/19/2018	8/12/2019
Owner:		Engineer:	
Orange County Utilities 9150 Curry Ford Rd Orlando, FL 32825 Contact: James Montalvo Telephone: (407) 506-2120 E-Mail: james.montalvo@ocfl.net		CPH, Inc. 1117 E. Robinson St. Orlando, FL 32801 Contact: Scott Breitenstein Telephone: (407) 425-0452 E-Mail: sbreitenstein@cphcorp.com	
Scope of Work Project includes Construction of a new duplex pump station with a new wet well to replace an existing pump station that will be demolished. Improvements will be made to the station including installation of liners in wet wells, replacement of pumps (greater than 5 HP), riser and discharge, electrical systems, and improve site access and security. Emergency generator install, 40 KW.			



"Our People make the difference with Pride, Integrity and Quality"

Similar Projects: Town of Lady Lake - WRF Expansion Ph. 2

Job #	Project Name	Project Amt	Final Contract
711	OC Y17-722 SWRF Sodium Hypochlorite Storage & Feed System	\$2,764,940	\$2,775,868
% Complete		NTP	Final Completion
100		7/10/2017	12/31/2018
Owner:		Engineer:	
Orange County Utilities 9150 Curry Ford Road Orlando,FL 32825 Contact: Terra Reffitt Telephone: (407) 947-9802 E-Mail: terra.reffitt@ocfl.net		Reiss Engineering, Inc. 1016 Spring Vallas Pt. Winter Springs, FL 32708 Contact: Melanie Peckham, P.E. Telephone: (407) 679-5358 E-Mail: mdpeckham@reisseng.com	
Scope of Work Orange County building permit was required and obtained for the construction of Sodium Hypochlorite Storage & Feed Systems: North System - Installation of three (3) new 15,600 gal. single-wall, vertical fiberglass reinforced plastic storage tanks under new metal roofed structure, three (3) simplex metering pump skids and one (1) triplex metering pump skid. South System - Installation of two (2) 9,900 gal. single-wall vertical fiberglass reinforced plastic storage tank under new metal roofed structure with concrete containment system, two (2) duplex metering pump skids. Both systems include dosing points to the chlorine contact chamber and ROF controllers.			

Similar Projects: Town of Lady Lake - WRF Expansion Ph. 2

Job #	Project Name	Project Amt	Final Contract
19015	Eatonville Park Master Lift Station Replacement	\$748,000	\$748,000
% Complete		NTP	Final Completion
100		1/1/2020	9/25/2020
Owner:		Engineer:	
Town of Eatonville 307 E. Kennedy Blvd Eatonville, FL 32751 Contact: Rhonda Anderson Telephone: (407) 623-8900 E-Mail: randerson@townofeatonville.or		CPH Inc. 1117 E. Robinson St. Orlando, FL 32801 Contact: Scott Breitenstein Telephone: (407) 425-0452 E-Mail: sBreitenstein@cphcorp.com	

Scope of Work

Installation of new master lift station for the town of Eatonville. Station was 10' diameter, 20' deep with duplex 25HP submersible pumps, 10" SS discharge, flowmeter and 125kw emergency generator with fuel tank. 150 lf of new 8" gravity sewer was installed to redirect sewer to new lift station site. Other site improvements included new chain link fencing, double swing gates, concrete drive way, stone ground cover, area lighting and restoration of approx. 800 sy of roadway and the surrounding neighborhood park. Existing lift station was demolished upon completion of new lift station.



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Similar Projects: Town of Lady Lake - WRF Expansion Ph. 2

Job #	Project Name	Project Amt	Final Contract
18005	OC PUMP STATIONS PACKAGE 18	\$1,994,240	\$2,068,896
% Complete		NTP	Final Completion
100		10/4/2018	10/28/2019

Owner:	Engineer:
Orange County Utilities 9150 Curry Ford Rd. Orlando, FL 32825 Contact: James Montalvo Telephone: (407) 506-2120 E-Mail: james.montalvo@ocfl.net	CPH 1117 E. Robinson St. Orlando, FL 32801 Contact: Scott Breitenstein Telephone: (407) 425-0452 E-Mail: SBreitenstein@cphcorp.com

Scope of Work
Project Consisted of 5 Orange County standard lift stations all were Rehab stations. The rehabs consisted of various site improvements to include concrete work, stone coverings, fencing and piping. In addition the wet wells were lined with FRP liners and re-plumbed per the county standards. Plumbing included new base plates, stainless steel risers and pumps from 5 to 12 HP, operated on new electrical systems utilizing VFDs and tied into the county wide SCADA system.

By passing of the stations were required.

Similar Projects: Town of Lady Lake - WRF Expansion Ph. 2

Job #	Project Name	Project Amt	Final Contract
674	CC-0194-15 Soldier Creek Reg. Nutrient Rmv. Stormwater Treatment Facility	\$6,696,716	\$6,693,165
% Complete		NTP	Final Completion
100		12/25/2015	3/23/2017

Owner:	Engineer:
Seminole County 100 E. First Street Sanford, FL 32771 Contact: Stephen L. Miller Telephone: (407) 665-5654 E-Mail: smiller02@seminolecountyfl.go	England-Thims & Miller, Inc. 15265 E. Colonial Drive Orlando, FL 32826 Contact: Robert Weinbender Telephone: (407) 415-2274 E-Mail:

Scope of Work

Site work included, clearing and grubbing for new (larger) storm water retention pond access roads and misc site improvements. Seminole County building permit were required and obtained for a new treatment structure. Retrofit the existing retention pond at CR427 and Country Club Road using an Aluminum Sulfate Injection system. Redirecting Soldiers Creek via a diversion weir and intake structure to the facility through a box culvert. Installation of 300 LF of 48" RCP with MES, storm manholes and control structures. Additional RCP pipe was installed from 18" to 60" with connecting structures and MES at outfall into pond. Concrete walks, driveways and truck loading area were also installed. 720 SY of ACB mat was constructed (open/closed cell) while riprap, headwalls and 3,200 SY of stabilized access road were installed.

SUB-CONTRACTORS AND AFFILIATES FORM

(SECTION 00350)

List all Sub-Contractors and Affiliates to be utilized for this project.

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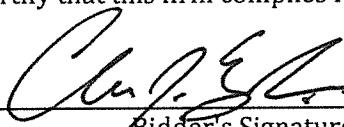
**DRUG-FREE WORKPLACE FORM
(SECTION 00355)**

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Prime Construction Group, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

X



Bidder's Signature Charles J. Brackett III
President/CEO

5/6/2022

Date

**BID BOND FORM
(SECTION 00370)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Prime Construction Group, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid ***** for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 6th day of May, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Deltona, Florida a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the

EASTERN WATER RECLAMATION FACILITY MEMBRANE ADDITION AND MODIFICATIONS

NOW THEREFORE,

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

2.2 All bids are rejected by Owner, or

2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and Payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, providing that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
6. No suite or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suite or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Prime Construction Group, Inc.

By:  (LS)
Charles J. Brackett III

Title: President/CEO

Attest: 
Signature and Title
Wyatt H. Hazy, Vice President/COO

Surety (Print Full Name):

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Benjamin H. French,
Title: Attorney-in-Fact & FL Resident Agent

Attest:  CSR
Signature and Title

5/6/2022

(DATE)

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.





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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN H FRENCH, Pamela L Jarman, PAUL A LOCASCIO, TRAVA RIDLON, REBEKAH F SHARP, L Dale Waldorff, and K Wayne Walker** of Fort Walton Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

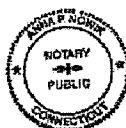
City of Hartford ss.

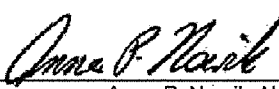
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

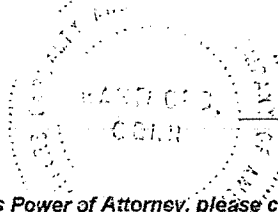
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

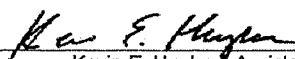
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of May, 2022




 Kevin E. Hughes, Assistant Secretary

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

**E-VERIFY FORM
(SECTION 00365)**

Project Name:	E WRF Membrane Addition and Modifications
Project No.:	PW#22029

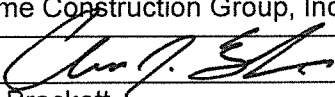
Definitions:

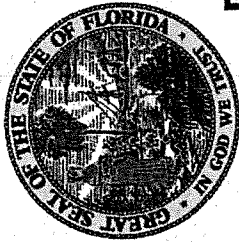
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Deltona; and
- c) *Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*
- d)

Company Name:	Prime Construction Group, Inc.
Authorized Signature:	
Print Name:	Charles J. Brackett
Title	President/CEO
Date:	5/6/2022
Phone:	407-856-8180
Email:	cbrackett@primeconstructiongroup.com
Website:	www.primeconstructiongroup.com



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BRACKETT, CHARLES JOSEPH III

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO FL 32824

LICENSE NUMBER: CGC1526668

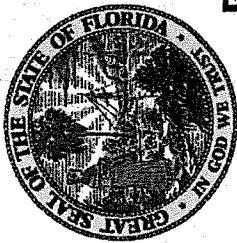
EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HAZY, WYATT HAYATO

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO FL 32824

LICENSE NUMBER: CUC1225568

EXPIRATION DATE: AUGUST 31, 2022

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2021

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

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

PRODUCER M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	CONTACT NAME: Cierra Lewis, CISR PHONE (A/C, No, Ext): 813-349-2240 E-MAIL: clewis@mewilson.com ADDRESS:	FAX (A/C, No): 813-354-4807
INSURED Prime Construction Group, Inc. 1000 Jetstream Dr. Orlando, FL 32824		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CHARTER OAK FIRE INS CO	NAIC # 25615
		INSURER B: TRAVELERS IND CO OF AMER	25666
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D: FCCI INS CO	10178
		INSURER E: HIGHLANDS INS CO	22489
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 63994777 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		DTC05R235711COP22	01/01/22	01/01/23	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		8105R2360372126G	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10000		CUP5R2368482126	01/01/22	01/01/23	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N N/A	WC010006419201	01/01/22	01/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
E	Pollution Liability		7930106530001	01/01/22	01/01/23	Per Each Condition 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Bid Purposes c/o Prime Construction Group
1000 Jetstream Drive Orlando, FL 32824-7106
Orlando, FL 32824
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Prime Construction Group, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 1000 Jetstream Drive	Requester's name and address (optional)
City, state, and ZIP code Orlando, FL 32824	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
5	9	-	3	2	1	0	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign
Here Signature of
U.S. person ▶

Date ▶ **5/20/22**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.