

CAS Construction Observation Report of Lauderhill Water Treatment Plant

The City of Lauderhill, Moss Kelley, Inc., and CAS have worked extensively and expeditiously to identify and resolve many deficiencies in the Lauderhill Water Treatment Plant. Many of the issues are due to the age of the Water Treatment Plant. CAS has outlined many of the inspection findings and resolutions to bring the water treatment plant back to proficient water treatment conditions to maintain viable operations into the future. The City and CAS have made many decisions based on an economically conscientious approach to keep the plant in operation for the foreseeable future.

Throughout the beginning of the project Veolia, Moss Kelly, Inc., City Operators, and CAS had identified that the Green Leaf Filter was having backwash issues. The Filters were receiving insufficient water for backwash flow to clear the filters of lime in the filter media.

9-10-2025

CAS and the Contractor worked to identify the cause of the insufficient backwash flows, by conducting a line flush of the 20-inch Filter Interconnect Manifold and 30-inch effluent manifold. This flushing would flush any blockage out of the Effluent Manifold and identify possible blockage in the manifold by monitoring for differential weir elevations. A blockage in this interconnect manifold would cause insufficient backwash flows from one filter to the other.

Lauderhill Filter Effluent Manifold Flushing Observations on September 10, 2025 by CAS Engineers

- 1) Weir Box Covers were unbolted to monitor weirs.
- 2) Flushing Valve was opened.
- 3) Weirs were monitored:
 - a. The West Filter Weir Box water table dropped significantly as flushing procedure drained the weir box.
 - b. The East Filter Weir Box water table remained above the weir, and no drop-in weir box water table was observed.

Conclusion: substantial blockage between filters in the 20-inch diameter effluent manifold was prevalent which could be the cause for the observed difference in the east and west weir box water tables during this flushing procedure.

Suspected Issues:



- A blind flange was suspected in between flanges in the 20- inch manifold near the east filter.
- The 10" valve and reducers in the 20" manifold between the two filters was causing substantial restrictions in the 20" effluent manifold pipe causing significant head loss in a low head system.

Procedure to investigate the possibility of existence of blind flange or plugged line.

- Divert all flow to one Greenleaf Filter and isolate the suspected blind flange, then remove the suspected blind flange from the 20" manifold.
- Conduct hydraulic calculation to determine the head loss from the 10" valve and reducers in the 20" manifold which may be restricting flow between the filters during backwash.

The plant operator and CAS tested operation of only the East Filter diverting all 6 mgd of flow from the clarifier to the east filter and shutting down the west filter.

- All flow from the west clarifier was channeled to the east filter.
- Flow restrictions were observed from the west clarifier to the east filter.
- The 30- inch Influent Filter Manifold with differential head from the Plant As built drawing of .4 ft between the west clarifier and the east filter should be able to deliver nearly 5 to 6 mgd.
- The operator had multiple wells operating which should have been delivering 6 mgd flow to the clarifier.
- This caused the clarifier to overflow indicating that the 30" filter manifold was not able to carry 6 mgd to the east filter.
- The operator turned one well off and dropped flow to nearly 4 mgd to the west Clarifier.
- The clarifier continued to overflow indicating that the filter manifold could not carry approximately 4 mgd to the east filter.
- The increase flow – velocity through the influent filter manifold during this procedure dislodged large particulate or scale from the 30" influent filter manifold; which was observed in the filter Influent channel.

Conclusion:

- The filter influent manifold should be able to deliver approximately 5 mgd flow from the west clarifier to the east Greenleaf Filter. Nearly 4 mgd flow was not achievable through the filter Influent manifold.
- These observations indicate that the 30" filter influent manifold may have a blockage which could be restricting the flow by nearly 1 mgd to possibly 2 mgd.
- The influent filter 30" manifold valves are not fully operational; Many were only able to partially open or partially close. CAS recommends that these valves need to be replaced and able to be operated by one operator.



- The observations of large particulate matter being discharged into the filter influent channel from the 30" filter influent manifold during this operation is also an indication that substantial settlement may be built up in the 30" header pipe over the lifetime of the manifold. The high velocity created by this operation dislodged the large particulate from the 30" filter influent manifold and caused the particulate to be discharge into the filter influent channel.

Recommendation:

- Camera the 30" filter influent manifold to identify the cause of the restricted flow.
 - Valve issue
 - Sediment issue
 - Both valve and sediment issue
- During the valve replacement flush the influent filter manifold to dislodge any sediment that has accumulated over the past 40 years.
- CAS recommends replacement of the 30" valves in the filter influent manifold
- CAS also recommends removal of the 10" filter effluent manifold valve which was causing much restriction in the flow between the filters. The 10" valve was recommended to be replaced with a 20" valve to match the effluent manifold pipe size of 20". The 10" valve was causing restrictions in the backwashing flow between the filter which was compounding the backwashing issues identified in each filter.

CAS recommends the development of an SOP (Standard Operating Procedure) to establish quarterly flushing and valve operations.

10/6/2025

This day was a rain day and the contractor could not make it to the site. The Operators and the Contractor worked to ensure the Clarifier continued to stay in service. CAS worked with the Operator to plan a shutdown of the East Filter to Isolate the West Filter. This will direct all the flow to the West Filter and backwash.

10/7/2025

The Operators, CAS and the Contractor tested the ability of the plant to operate only on the west filter. This directed all 6 mgd flow to the West Filter to get as much water to the backwash in the West Chamber units as possible and to test the West train to see if all flow can be diverted to the West. This allowed the east to be shut down completely to allowed the contractor to concentrate efforts one repairs to the east filter.



While the East filter was shut down CAS and the Operator noticed that the filter drained completely in a short amount of time. The filter should not drain unless the filter was leaking to the ground or the Clearwell. CAS and the Operator filled the east filter and monitored the east filter weir box. A substantial amount of water was noticed draining into the Clearwell through the bottom of the East weir baffle. When the valves were closed to the East Filter Weir Box the Clearwell surcharged the Clearwell side of the weir and water flowed under the Baffle to the Filter side of the weir box.

Inspection of the west filter weir box for the same leak along the base was conducted. A similar broken weld along the base of the west weir was not found. Although some of the weir baffle stiffeners were found to have cracks, possibly caused by metal fatigue over the life of the filter. The cracks have been identified, and the contractor has been instructed to weld these cracked stiffeners and any other degradation which may be found during the repairs to the steel. Note the filter has lasted the planned service life and these repairs will extend the service life of these filters. See Photos of cracks and items which require repair at the end of the report.

10/8/2025

CAS Measured the Weir Flow of the West Weir Filter and compared it to the total flow of the Clarifier Flows. The flow out of the west filter appears to be nearly 400 gpm less than the water entering the filter.

CAS, the Operator, the City and MKI inspected the East Filter Weir Box. The Clearwell water was drawn down, thus draining the weir box. The base of weir box baffle was inspected, and it was evident that the weld was broken along the base. In many locations a ruler was able to push through the baffle. The east side of the baffle appear to have a 3" crack. The 10 inch filter effluent valve was open to fill the Filter Weir box chamber. When the Filter Weir box chamber was filled a deflection of nearly 2" in the baffle was noticed causing baffle to bow and creating a substantial gap to develop in the bottom of the weir box. This allowed a substantial amount estimated at nearly 2 mgd of water to escape into the Clearwell chamber. This water lost under the weir baffle is the main cause of the insufficient backwash in the filter. The water that is lost due to this leak in the weir box is the water that was missing from the filter backwash in both filters which over time increased causing the media in the filter to be inundated with particulates that should be removed during backwash. Thus, causing the filter media clog and decrease in the lifespan of the media extensively by significantly reducing the backwash flow in both filters.

Note: During normal operations, this leakage would result in much of the backwash water being lost to the Clearwell causing an insufficient backwash.

10/9/2025

CAS Measured the Weir Flow of the West Weir Filter and compared it to the total flow of the Clarifier Flows. The flow out of the west filter appears to be nearly 400 gpm less than the water entering the filter. These were minor leaks that were repaired by the contractor.

10/12/2025



CAS Measured the Weir Flow of the West Weir Filter and compared it to the total flow of the Clarifier Flows. The flow out of the west filter appears to be nearly 390 gpm less than the water entering the filter.

The west filter inflow was nearly 5400 gpm due to a backup pump adding nearly 1000 gpm to the Clarifier. This allowed much more water to be pushed into the backwash process. The backwash pushed much of the media into one of the backwash troughs. The backwash in the west filter is operating accordingly now that the west train has been isolated from the leaking East Weir Box Baffle. Backwash media is currently being washed more completely, clearing the media of lime and steadily increasing the backwash periods returning the media to nearly initial operational status.

November 2025

The Contractor was able to replace the 10" valve with a 20" valve in the filter effluent interconnect manifold. This will eliminate the restrictions in the manifold and allow the water from the west filter to be used in the east filter and vice versa during normal operations when both filters are in operations.

The contractor was able to weld the east weir baffle base eliminating the substantial leak which was causing the ineffective backwash flows which may have resulted in the premature replacement of filter media.

The plant operators were able to divert all flows through the west clarifier and filter this allow the contractor to focus efforts on the east clarifier and filter to expedite the completion of the work on the east train and complete the project. See the attached construction Schedule.

See attached photos of the issues and deficiencies found in the Water Treatment Plant.

- 1) \\Cas-file\Projects\Cities_Villages_Towns\Lauderhill\08-24-064 MKI Infrastructure Imp\ENGINEERING\DESIGN\REPORTS\11-29-2025Report\11-29-2025Eng-ConstructionReport.docx





Baffle Bowing: substantial water leaking under weir baffle from cracked weld along the base. This caused a substantial gap created at the base due to bow in baffle from high pressure on the opposite side of the baffle. Thus, causing substantial backwash water loss.



954.782.8222.



1425 E. Newport Center Drive
Deerfield Beach, FL 33442

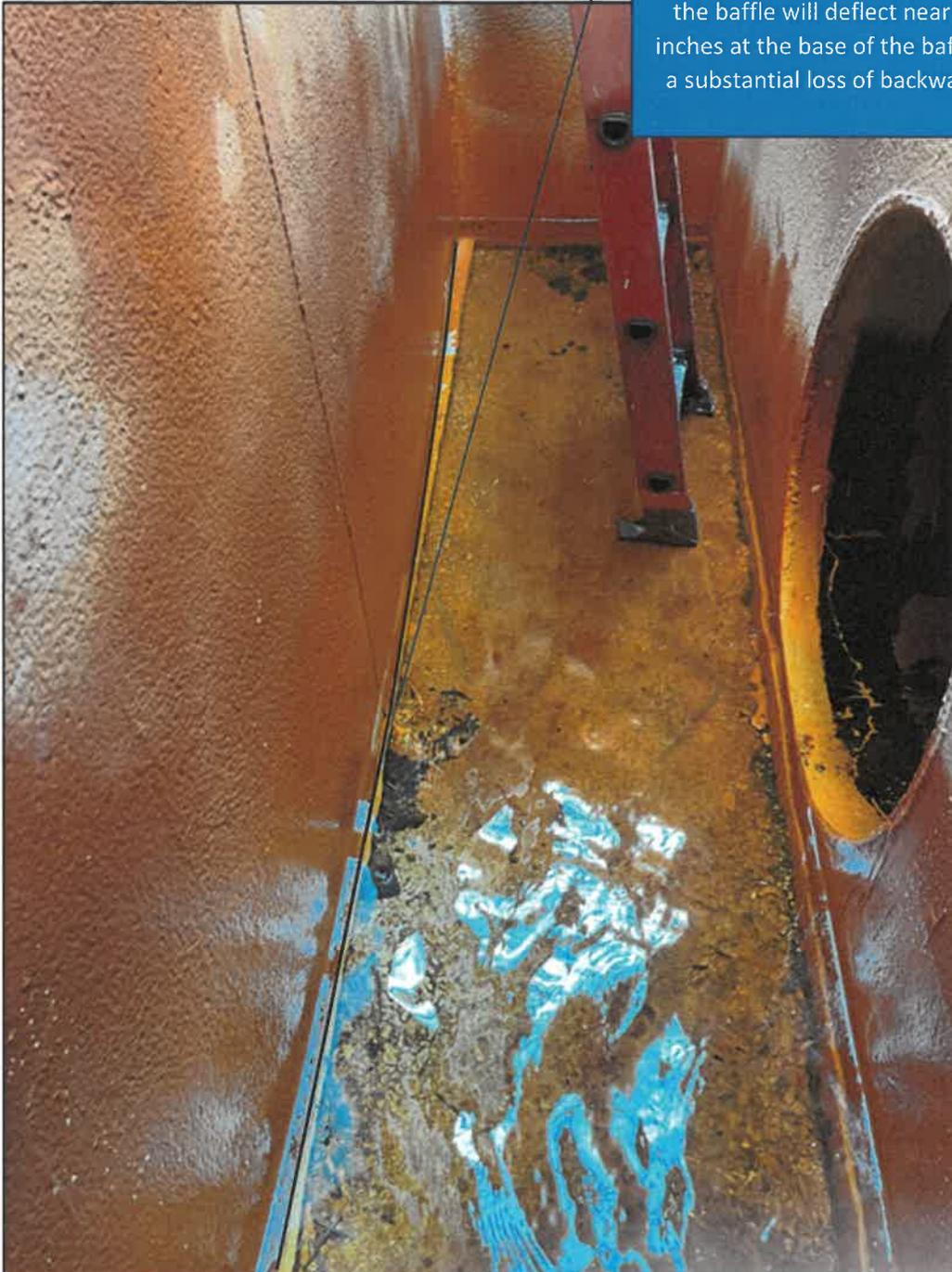


Cracked Weld along
the base of the weir
baffle

Fatigue Crack in Steel Weir
Baffle



Baffle bow nearly 2" in low head state,
When water is overtopping the weir
the baffle will deflect nearly 2 more
inches at the base of the baffle causing
a substantial loss of backwash water.





Fatigue Crack in the Weir Baffle
and Weir Baffle Stiffener



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Spot corrosion to be addressed
by the contractor.



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Weir
Corrosion



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Weir Corrosion along
water line



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Deerfield Beach, FL 33442



Weir corrosion along the water line

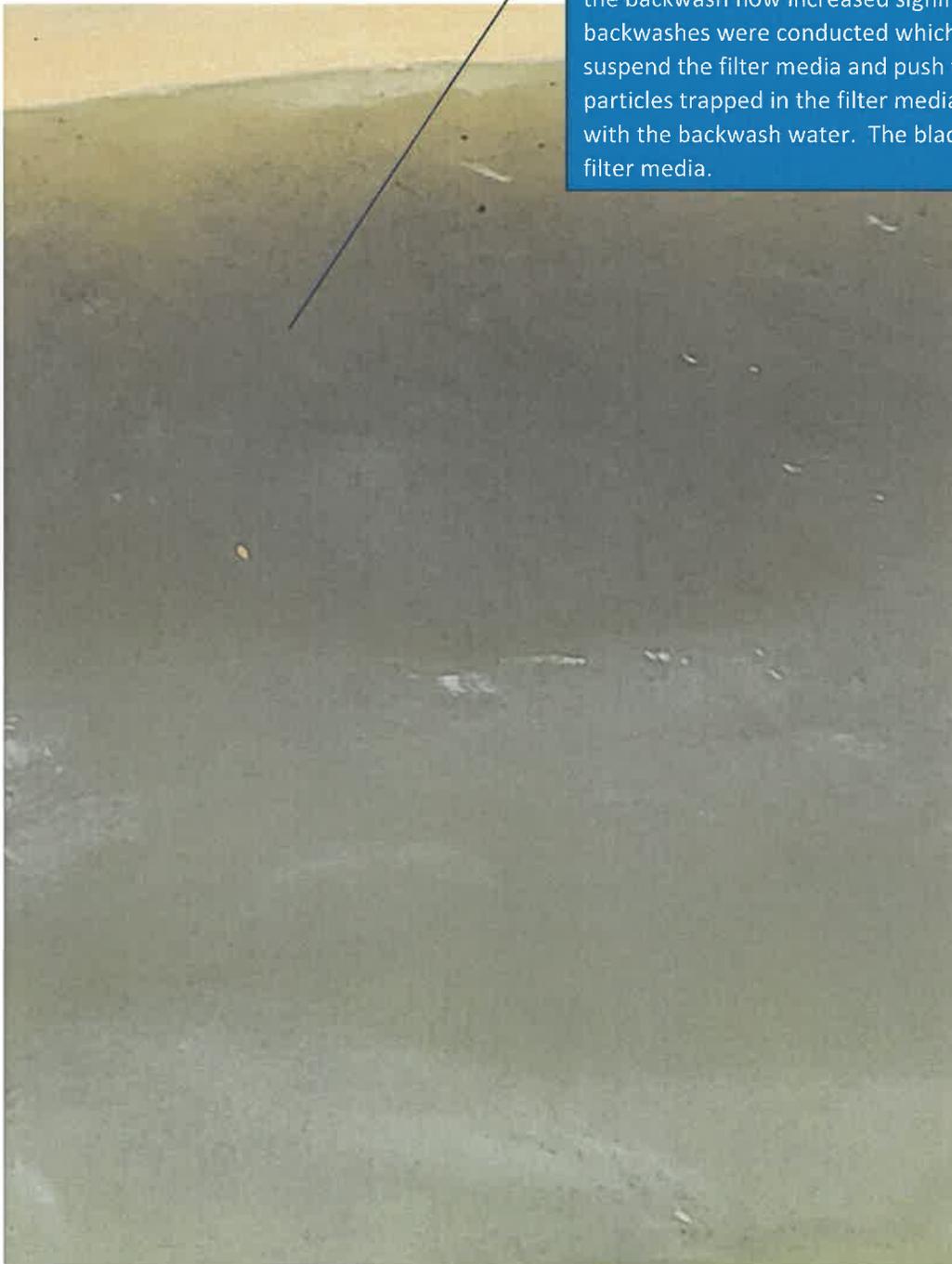




Once leaks were found and repaired in the weir box, the backwash flow increased significantly. Thorough backwashes were conducted which are sufficient to suspend the filter media and push the lime and other particles trapped in the filter media out of the filter with the backwash water.



Once leaks were found and repaired in the weir box the backwash flow increased significantly. Thorough backwashes were conducted which were sufficient to suspend the filter media and push the lime and other particles trapped in the filter media out of the filter with the backwash water. The black particles are the filter media.



Contractor repairing leaks in the weir box



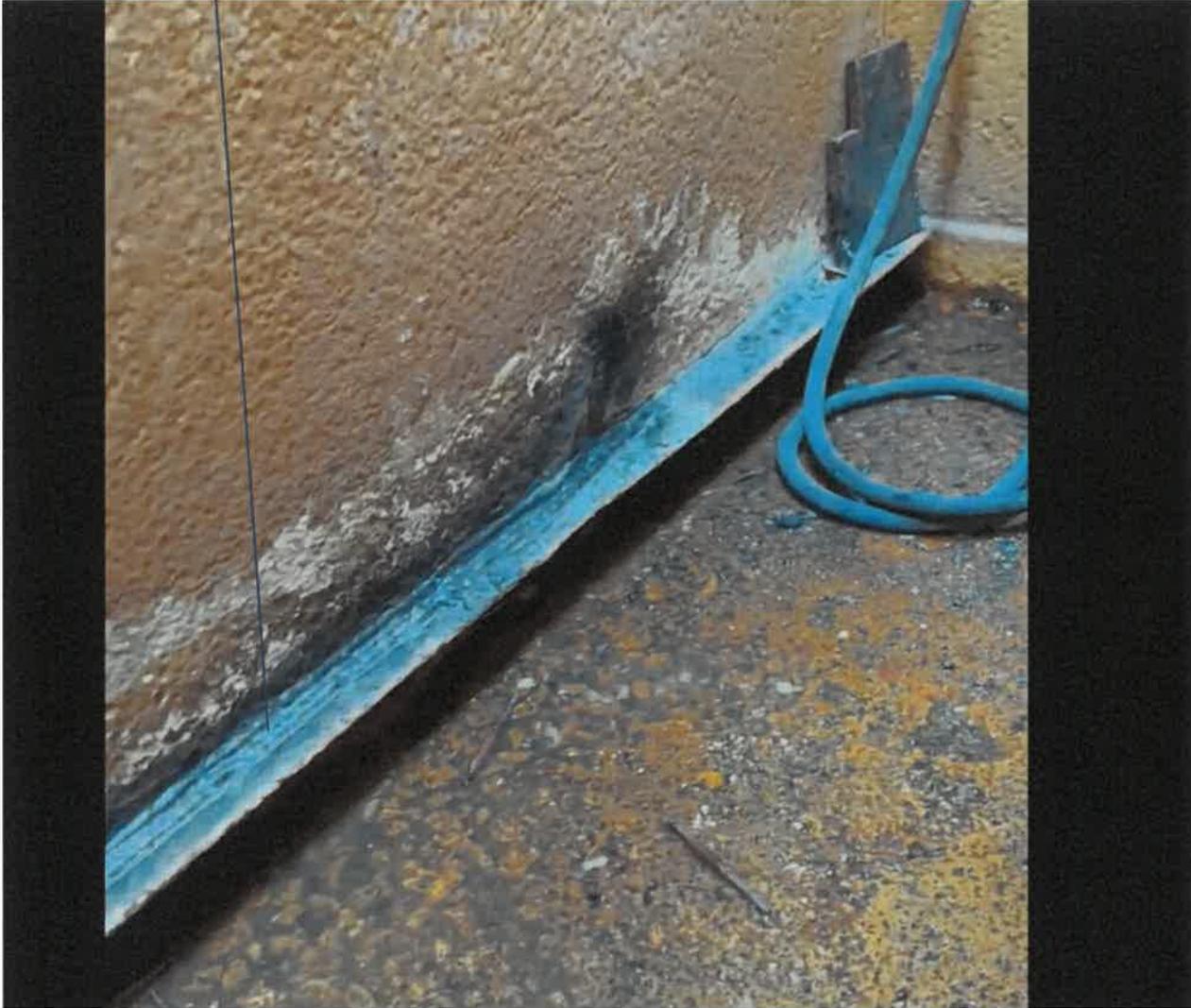
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Contractor weld of the base of the weir baffle to repair substantial leak. This leak substantially impaired the backwash procedure.





Substantial corrosion identified during construction. This corrosion was not visible during preconstruction inspection and could only be identified once the filter was shut down for construction. This corrosion contributed to additional work to bring the plant back to original quality.



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Deerfield Beach, FL 33442





Substantial corrosion identified during construction. This corrosion was not visible during preconstruction inspection and could only be identified once the filter was shut down for construction. This corrosion contributed to additional work to bring the plant back to original quality.

Additional Rehabilitation Identified During Construction

During construction many items were identified to which could not be identified prior to construction due to the inability to take the plant out of service to drain water and identify deficiencies. Once the east and west train were taken out of service and the water drained, Filter media removed thorough inspection identified degraded components which were essential to replace. See the below additional items that required replacement:

- September 30, 2025: Ferguson Equipment Orders (Valves): \$89,548.20
 - See Exhibit A, For Task Scope and Cost Breakdown.
 - New Valve were required and replacement was essential for continued operation.



- October 01, 2025: Ferguson Equipment Orders (Valves): \$18,076.42
 - See Exhibit B, For Task Scope and Cost Breakdown.
 - New Valve were required and replacement was essential for continued operation.
- October 2, 2025: Sludge Thickener Essential Additional Repairs: \$25,160.78
 - See Exhibit C, For Task Scope and Cost Breakdown
- November 03, 2025: Ginier, LLC; Valve Installation Essential Additional Repairs: \$60,000.00
 - See Exhibit D, For Task Scope and Cost Breakdown
 - New Valve were required and replacement was essential for continued operation.

Conclusion:

Many of the water treatment plant issues have been identified and addressed or are on track to be addressed by the contractor.

Throughout the project CAS, contractor, operators, and the City have identified additional items which needed to be repaired. These were unforeseeable during the initial inspection because the plant could not be taken out of service to thoroughly inspect the plant. Once an individual water treatment train could be taken out of service and tanks were drained many additional essential repairs were found.

The additional repair cost of \$192,785.40 is necessary to bring the Water Treatment Plant back into normal operation and extend the life of the facilities to a normal operational lifespan.

The contractor is working diligently with the City, US Water, and the CAS to complete the project as delineated in the attached project schedule.

Daniel E. Shonk, PE, SI
Project Manager
CRAIG A. SMITH & ASSOCIATES
Office: 561.314.4445, Ext. 6105
Cell: 954-815-9109

Daniel E. Shonk



Digitally signed by Daniel E. Shonk
DN:
E=dshonk@craigasmith.com,
CN=Daniel E. Shonk, O=Craig A. Smith & Associates, L=Boca Raton, S=Florida, C=US
Date: 2026.01.07
15:26:10-05'00'

Daniel Eugene Shonk, State of Florida, Professional Engineer, License No. 90263; This item has been digitally signed and sealed by Daniel Eugene Shonk on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.





FEL-POMPANO BEACH WW #125
 1950 NW 18TH STREET
 POMPANO BEACH, FL 33069-1394

Phone: 954-973-8100
 Fax: 954-917-3134

Deliver To: NIKKI KUSHMAN
 From: Matthew Gracie
 matthew.gracie@ferguson.com
 Comments:

13:35:19 OCT 30 2025

Page 1 of 2

FEL-POMPANO BEACH, FL WW #125
 Price Quotation
 Phone: 954-973-8100
 Fax: 954-917-3134

Bid No: B602375
 Bid Date: 09/16/25
 Quoted By: MSG

Cust Phone: 954-730-3045
 Terms: NET 10TH PROX

Customer: CITY OF LAUDERHILL
 ACCOUNTS PAYABLE
 5581 W OAKLAND PARK BLVD
 FORT LAUDERDALE, FL 33313

Ship To: CITY OF LAUDERHILL
 ACCOUNTS PAYABLE
 5581 W OAKLAND PARK BLVD
 FORT LAUDERDALE, FL 33313

Cust PO#: 30" WTP

Job Name: WTP

Item	Description	Quantity	Net Price	UM	Total
HGHF30	30 FLG BFV W/EPOX 301FF-1200EAALVPA 30" FLANGE 150B BUTTERFLY VALVE, EPDM SEAT, DI BODY, DI DISC, 316SS SHAFT, TEFLON LINED FIBERGLASS BACKING BEARING, MDT5 2" NUT W/ INDICATOR OPEN LEFT, 16 MILS AVG. FUSION BOND EPOXY INTERIOR, 16 MILLS AVG FUSION BOND EPOXY EXTERIOR, 316SS HW VALVE LEAD TIME = 4 WEEKS	4	19450.000	EA	77800.00
SSFAP30	30 SS FLG ACC PKG 316SS W/ NEO GSKTS	8	865.850	EA	6926.80
	SUBTOTAL				84726.80
SP-SX913	30.20" STL FLG COUP ADPT 913 LEAD TIME 1-2 WEEKS INCLUDES AIR FREIGHT	1	4545.000	EA	4545.00
NE150RGA30	30 NEOP 1/8 RNG 150# GSKT	2	138.200	EA	276.40
	SUBTOTAL				4821.40

Net Total: \$89548.20
 Tax: \$0.00
 Freight: \$0.00
 Total: \$89548.20

Report Exhibit A: Ferguson Material for Additional Repairs Identified During Construction



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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<https://survey.medallia.com/?bidsorder&fc=125&on=308>

Report Exhibit B: Ferguson Material for Additional Construction Repairs



FEL-POMPANO BEACH WW #125
 1950 NW 18TH STREET
 POMPANO BEACH, FL 33069-1394

Phone: 954-973-8100
 Fax: 954-917-3134

Deliver To: NIKKI KUSHMAN
 From: Matthew Gracie
 matthew.gracie@ferguson.com
 Comments:

16:23:24 OCT 01 2025

Page 1 of 2

FEL-POMPANO BEACH, FL WW #125
 Price Quotation
 Phone: 954-973-8100
 Fax: 954-917-3134

Bid No: B603712
 Bid Date: 10/01/25
 Quoted By: MSG

Cust Phone: 954-730-3045
 Terms: NET 10TH PROX

Customer: CITY OF LAUDERHILL
 ACCOUNTS PAYABLE
 5581 W OAKLAND PARK BLVD
 FORT LAUDERDALE, FL 33313

Ship To: CITY OF LAUDERHILL
 ACCOUNTS PAYABLE
 5581 W OAKLAND PARK BLVD
 FORT LAUDERDALE, FL 33313

Cust PO#: 20" BFV

Job Name: WTP

Item	Description	Quantity	Net Price	UM	Total
HGHFEPDM20	20 FLG EPDM BFV 210FR-0134EAALHP4 150B AGHW	1	8625.000	EA	8625.00
FPP2010	20X10'0 FLGXPE CL BT DI SPL CEMENT LINED/ PRIME COATED	1	6040.000	EA	6040.00
SSFAP20	20 SS FLG ACC PKG	2	452.900	EA	905.80
E212000	316SS NUTS AND BOLTS WITH NEO GSKT 20 MEGAFLANGE FLG ADPT	1	2505.620	EA	2505.62
Net Total:					\$18076.42
Tax:					\$0.00
Freight:					\$0.00
Total:					\$18076.42

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

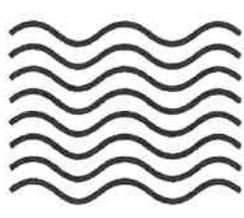


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<https://survey.medallia.com/?bidsorder&fc=125&on=308>

Report Exhibit C: MKI Sludge Thickener Additional Repairs Identified During Construction



MKI SERVICES
Furnish • Install • Start Up

DATE: October 2, 2025
TO: Mr. Herb Johnson
FROM: W. Ben McDorman
SUBJECT: Lauderhill WTP
Structural Improvements to Sludge Thickener

Mr. Johnson,

MKI Services, Inc. offers the following replacement equipment and services under the terms and prices stated in this proposal.

SLUDGE THICKENER

EQUIPMENT

- Four (4) Carbon Steel Stiffeners
- Two (2) Brackets

Equipment Pricing

\$1,500

INSTALLATION

- Disassemble electrical
- Remove control box
- Install steel angle supports with Unistrut cross members
- Add steel stiffeners below the grading
- Repaint steel and welds
- Reattach control panel
- Rewire control panel

Labor Pricing

\$16,000

WesTech Training Pricing

\$7,660.78

TOTAL PRICING

Lump Sum Price:

\$25,160.78

ACCESS

The basis of this proposal deems the Owner responsible to provide MKI Services with access immediately adjacent to areas around the proposed equipment. There shall also be access provided for trucks delivering material and lay down room for at least one truckload of material. The access is to be provided on an uninterrupted basis. Disruptions or work stoppages for the benefit of the general or other subcontractors shall be cause for extra compensation for moving or waiting.

WORKING HOURS

Work hours 10-12 hours/day (sun-up to sun-down), 5 days a week. Potential weekends upon requested approval.

DEMOLITION

We have included demolition of existing equipment as specified in this proposal.

CONFINED SPACE

By the definitions of confined space in accordance with the OSHA regulations, a new or existing tank under construction is not a confined space. Because of the absence of opportunity for explosion or engulfment, this construction does not become a confined space.

If Purchaser's safety regulations disagree with this interpretation, then we need to be advised as to what rules will be required and be given an opportunity to price the cost of those rules.

EXCLUSIONS

Permits
Storage
Foundations
Customer to provide 110V electrical supply and water requirements
Electrical work including wiring of motors, lights, etc.
Any/All parts or design work for any other equipment not identified herein
Influent or effluent valves
Noise or vibration analysis
Individual parts cost breakdowns
Structural analysis of concrete and/or repair recommendations
Cathodic protection or any other type of corrosion inhibitors
Electrical permits, power, water, or other local services

Installation of any motor control centers, motor starters, PLC's, VFD's, supports and transformers

Service, training, troubleshooting and/or repairs of any other equipment or parts not supplied under this specific contract. Purchased parts or services specific to this contract shall not be construed as responsibility for existing equipment or treatment processes.

PAYMENT TERMS: 100% NET 30 Days

SCHEDULE:

Installation will take approximately 1 week after receiving purchase order.

VALIDITY:

This proposal is firm through December 2, 2025, after which it is subject to withdrawal or change.

If you have any questions regarding this scope, please contact me by cell 954-415-7411 or email at wbm@mosskelley.com.

Very truly yours,

MKI Services, Inc.



W. Ben McDorman

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S Interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of Internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, service, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Report Exhibit D: Ginier Additional Repairs Identified During Construction

Ginier, LLC
 219 SW 21st Terrace
 Fort Lauderdale, FL 33312 US
 +19544445249
 mreinig@ginier.com

Estimate 25-1519

ADDRESS

Herb Johnson
 City of Lauderhill
 5581 W. Oakland Park Blvd.
 Lauderhill, FL 33313

DATE	TOTAL
11/03/2025	\$60,000.00

PROJECT NAME

Valve replacements

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/03/2025	Services 1. (5) -- 30" valve replacements (\$10,000 each) x 5	5	10,000.00	50,000.00
11/03/2025	Services 2. Installation of a 20" valve and 24" valve (\$5,000 each) x 2	2	5,000.00	10,000.00
	SUBTOTAL			60,000.00
	TAX			0.00
	TOTAL			\$60,000.00

THANK YOU.

Accepted By _____

Accepted Date _____

Acceptance of Proposal

The above prices, specifications and conditions are accepted. You are authorized to complete the work as described.

Signature _____
 Print _____
 Date _____

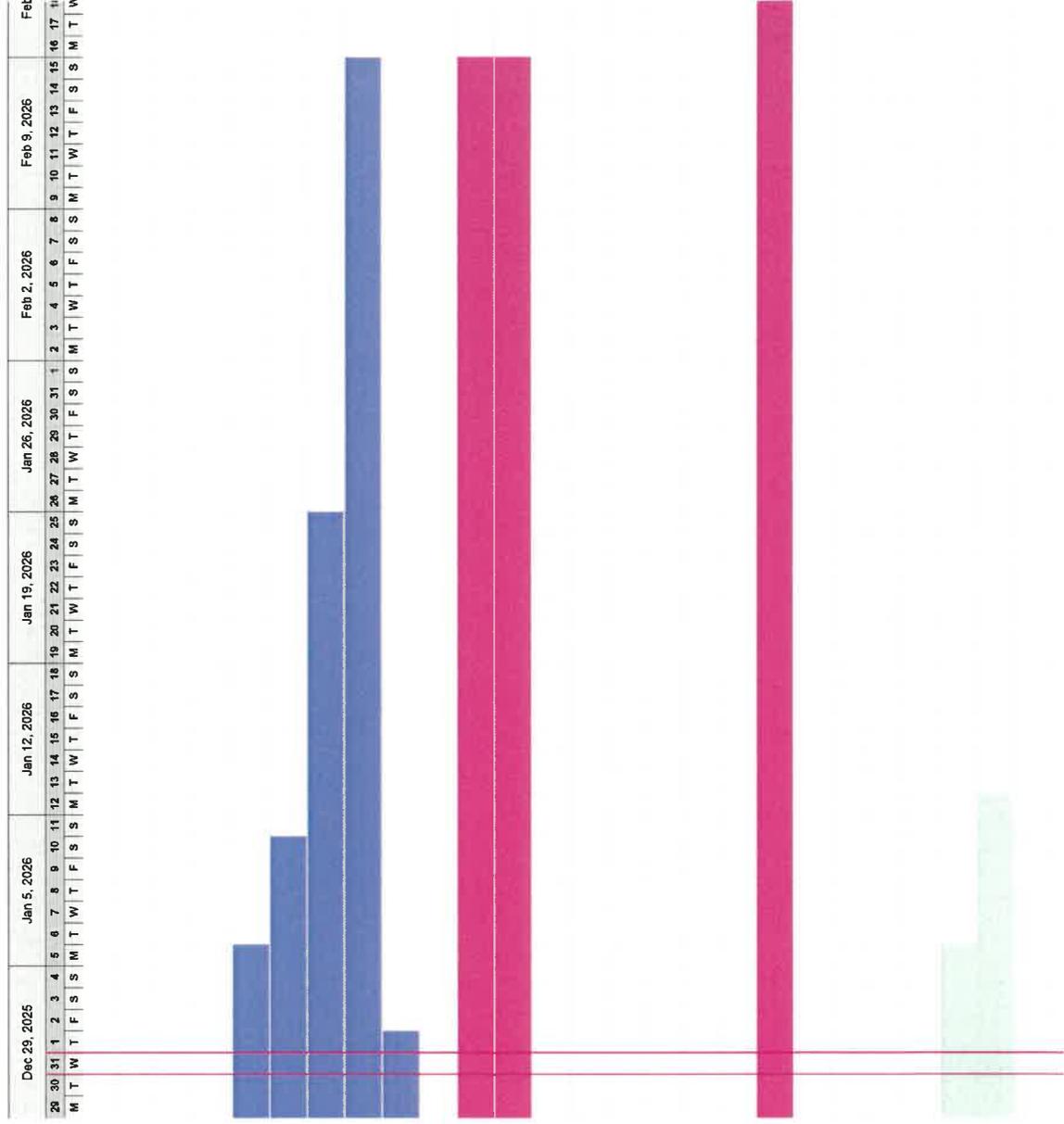
Lauder Hill WTP

CAS - Engineer Project Contractor MKI

SIMPLE GANTT CHART by Vertex42.com
<https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html>

Project start: **Wed, 12/31/2025**

Display week: **1**



TASK	ASSIGNED TO	PROGRESS	START	END
Accelerator				
East Accelerator Shutdown and WashDown		100%	12/31/25	1/1/26
East Accelerator Demolition		100%	12/31/25	1/1/26
East Accelerator Inside Coating		100%	12/31/25	1/1/26
East Accelerator Installation		25%	1/1/26	1/5/26
East Accelerator Exterior Coating		50%	1/1/26	1/10/26
East Accelerator Start Up		0%	1/11/26	1/25/26
30" Valve Installation		0%	1/12/26	2/15/26
East Accelerator in Service		0%	1/30/26	1/1/26
Green Leaf Filter Maintenance				
West Clean Bays-Inspect		90%	2/15/26	2/15/26
West Valves and Vac		0%	2/15/26	2/15/26
East GreenLeaf Filter Demo MKI		50%	1/16/25	11/11/25
East Clean Bays-Inspect MKI		100%	11/11/25	11/11/25
East Order Media MKI		100%	11/11/25	11/11/25
East Filer Media Removal MKI		100%	11/11/25	11/11/25
East Media Replacement MKI		100%	11/11/25	12/16/25
Paint East Filter MKI		100%	12/15/25	12/15/25
East Bac T Test Start Up MKI		100%	12/15/25	2/20/26
Sludge Thickener				
Approved Submittals MKI		100%	8/12/24	8/23/24
Ship Material MKI		100%	8/24/24	8/28/24
Demo-Wash Down MKI		100%	8/29/24	9/3/24
Installation MKI		100%	9/4/24	1/5/26
Start Up MKI		100%	8/29/24	1/12/26
Vacuum Drum Filter				