

BID FORM
BURNT STORE REVERSE OSMOSIS WATER PLANT MEMBRANE REPLACEMENT
BID NO. 20250467

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Permit Fees, MOT Policy and any other documentation for

BURNT STORE REVERSE OSMOSIS WATER PLANT MEMBRANE REPLACEMENT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

BURNT STORE REVERSE OSMOSIS WATER PLANT MEMBRANE REPLACEMENT SUMMARY OF PAY ITEMS					
ITEM #	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED PRICE
1	New Brackish Water Reverse Osmosis Membranes	EA	504	\$ 528	\$ 266,112
2	Fouled Membranes Removal	EA	504	\$ 114	\$ 57,456
3	Train Vessels Cleaning and Prep	EA	4	\$ 9,513	\$ 38,052
4	New Membranes Installation	EA	504	\$ 76	\$ 38,304
5	Fouled Membrane Disposal	EA	504	\$ 19	\$ 9576
SUBTOTAL					\$ 409,500

Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUBTOTAL \$ 409,500 X 5% = \$ 20,475

TOTAL BID PRICE: \$ 429,975

Completion Time: 60 calendar days.

Notice Needed Prior to Commencement: 18 calendar days.

Liquidated Damages \$1,170 per calendar day.

Please indicate by (✓) that you have included the following documentation with your bid:

() ~~License Requirement: Certified/Registered Master Plumber~~

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 254674. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Name of Bidder: H2O Innovation USA, INC

(This form to be returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20250467

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Robert Lebens

Signature

Robert Lebens

Printed Name

Applications Engineer

Title

H2O Innovation USA, INC

Nongovernmental Entity

07/07/2025

Date

Name of Bidder: H2O Innovation USA, INC

(This form to be returned)

BIDDERS SUBCONTRACTOR LIST BURNT STORE REVERSE OSMOSIS WATER PLANT MEMBRANE REPLACEMENT BID NO. 20250467

Will you be employing Subcontractors to perform parts of this project? ☐ YES ☒ NO

If "Yes", identify each firm below with all requested information. Use additional forms if necessary. The Awarded Contractor shall not change or use subcontractors not identified on this form without prior written approval from Charlotte County. Any request for changes in subcontractors shall be made in writing and approved by the County.

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

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Name of Bidder: H2O Innovation USA, INC
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Name of Bidder: H2O Innovation USA, INC
 (This form to be returned)

DRUG FREE WORKPLACE FORM
BURNT STORE REVERSE OSMOSIS WATER PLANT MEMBRANE REPLACEMENT
BID NO. 20250467

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that H2O Innovation USA, INC (name of business) does:

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 under bid 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.

Signature Robert Lebens
Dated 07/07/2025

Name of Bidder: H2O Innovation USA, INC
(This form to be returned)

REFERENCES: BURNT STORE REVERSE OSMOSIS PLANT MEMBRANE REPLACEMENT

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: City of Delaware
Name of Contact Person: Thomas P. Hinson Telephone # 740-203-1926
Address: 3080 US Highway 23 North
City & State: Delaware, OH Zip Code: 43015
Project Description: Removal & Install of 700 RO Membranes

Total Project Amount: \$ 500,000 Completion Date: October 2023

2. Project Owner / Company: Sweetwater Authority
Name of Contact Person: Justin Brazil Telephone # 619-409-6802
Address: 505 Garrett Ave
City & State: Chula Vista, CA Zip Code: 91910
Project Description: Removal & Install of 1000 RO Membranes

Total Project Amount: \$ 600,000 Completion Date: October 2024

3. Project Owner / Company: CDM Smith
Name of Contact Person: Isaac Campos Flores Telephone # 9515416221
Address: 800 Canal Rd
City & State: El Paso, TX Zip Code: 79901
Project Description: Removal & Install of 504 NF Membranes & 1958 RO Membranes

Total Project Amount: \$ 1,900,000 Completion Date: February 2020

4. Project Owner / Company: Cooper City
Name of Contact Person: Ryan Webster Telephone # RWebster@coopercity.gov
Address: 11791 Southwest 49th Street
City & State: Cooper City, FL Zip Code: 33328
Project Description: Removal & Install of 1204 RO Membranes

Total Project Amount: \$ 1,099,000 Completion Date: January 2025

Name of Bidder: H2O Innovation USA, INC

(This form to be returned)



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

H2O INNOVATION USA, INC.
8227 BUNKER LAKE BLVD, SUITE 500,
RAMSEY, MN 55303

SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE COMPANY
2200 Renaissance Blvd. Suite 400,
King of Prussia, PA. 19406

Mailing Address for Notices

caution@libertymutual.com

OWNER:

(Name, legal status and address)

CHARLOTTE COUNTY
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

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

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

BOND AMOUNT: FIVE PERCENT (5%) OF THE TOTAL BID PRICE

PROJECT:

(Name, location or address, and Project number, if any)

BID NO. 20250467 BURNT STORE REVERSE OSMOSIS WATER PLANT MEMBRANE REPLACEMENT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 26th day of June 2025


(Witness)

H2O INNOVATION USA, INC.

(Principal)

(Seal)

Inside Sales Manager

(Title)

LIBERTY MUTUAL INSURANCE COMPANY
Inside Sales Manager

(Surety)


(Title) Donna Marie Borja-Attorney-In-Fact



SEE ATTACHED CA NOTARY ACKNOWLEDGMENT

(Witness)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210551-969099**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Betancur, Donna Marie Borja, Alison Chambers, David W. Garese, Robert J. Garese, Maria Pamela Duran Rufino, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of June, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of June, 2025 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV—OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation— The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization— By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

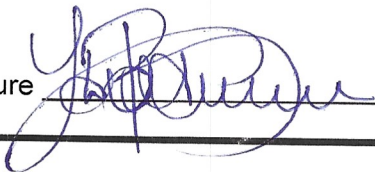
On June 26, 2025 before me, Lisa Betancur, Notary Public
(insert name and title of the officer)

personally appeared Donna Marie Borja,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

