



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

Purchase Order

Page 1 of 1

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PUBLIC UTILITIES - ADMIN
1650 N ARCTURAS AVE
BLDG C
CLEARWATER, FL 33765
Phone: 727-562-4960

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TENCARVA MACHINERY CO LLC
HUDSON PUMP AND EQUIPMENT
1115 PLEASANT RIDGE RD
GREENSBORO, NC 27409
Email: CJACKSON@TENCARVA.COM

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase
Order #

21000473

Purchase Order is subject to standard
Terms and Conditions posted at
www.myclearwater.com/purchaseorder-TandC

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PUBLIC UTILITIES - WAREHOUSE
1650 N ARCTURAS AVE
BLDG G
CLEARWATER, FL 33765

Vendor No.		Vendor Email		Delivery Contact			
102266		CJACKSON@TENCARVA.COM					
Date Ordered	Date Required	Contract Number		Payment Terms	Department/Location		
01/22/2021				0	PUB UTIL		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	>FOB DESTINATION unless otherwise indicated >DISCOUNT (if shown) reflects payment terms						
1	SC-Q-SB-15 SUBSONIC SYSTEM COMPONENTS * E-BOX SYSTEM CONTROL * POWERPACK * E-SQUARE ANTENNA * MOUNITNG BRACKET KIT EW-SC1 ONE (1) YEAR, PARTS-ONLY WARRANTY (INCLUDED) PW-5C1 TWO (2) YEAR, POWERPACK WARRANTY (INCLUDED)			17.0	EA	\$3,713.17	\$63,123.89
2	ASM-SC1 ACTIVE SITE MANAGEMENT (ASM), SMARTLEVEL, ONE YEAR COMPREHESIVE SUPPORT SERVICES			17.0	EA	\$365.00	\$6,205.00
3	IST-1 DEDICATED CUSTOMER WEBSITE: INITIAL SET-UP & TRAINING (IST)			1.0	EA	\$900.00	\$900.00
4	ASM-RD-1Y SMARTRAIN, ONE-YEAR, PER SITE			4.0	EA	\$98.00	\$392.00
5	INSTALLATION & CERTIFICATION			6.0	EA	\$1,500.00	\$9,000.00
6	FREIGHT - FOB DESTINATION PER PROPOSAL DATED 1/12/21 FOR DELIVERIES AT: 1650 N. ARCTURAS AVE, BLDG G, DELIVERIES ARE ACCEPTED BETWEEN THE HOURS OF 7:30AM TO 3:00PM. IF YOU HAVE ANY QUESTIONS PLEASE CALL (727) 562-4960 X 7234 PLEASE COORDIATE INSTALLATIONS WITH ALPHONSO GYWN (727)224-7062 OR ALPHONSO@MYCLEARWATER.COM			768.1	EA	\$1.00	\$768.07
				Total Ext. Price		\$80,388.96	
				PO TOTAL		\$80,388.96	

By: Lou Lano, CAPP
Procurement Manager

By: Lou Lupo, CAPP
Procurement Manager

PUBLIC UTILITIES REQUISITION REQUEST FORM

Select Type

X	Sole Source (Vendor Sole Source Letter addressed to City & complete Sole Source section below)
	\$1,000 - \$2,499.99 Purchasing a Fixed Asset (Quote for equipment)
	\$2,500 - \$50,000 (3 Quotes)
	\$50,000 - \$99,999 (Formal Bid)
	\$100,000 (Agenda City Council Approval)

Note: Certificate of Insurance is required for vendor on City property or working on City asset

DATE	1/11/21
VENDOR	Tencarva Machinery Co DBA Hudson Pump & Equipment
AMOUNT	\$ 80,388.96 Freight included (FOB Destination)
SHIP TO	Warehouse
VENDOR EMAIL	Jim Murphy jmurphy@tencarva.com
EMPLOYEE	David Porter / Glenn Daniel
ACCT CODE	3217321-546900-96665

SOLE SOURCE SECTION

What are we buying?

Wastewater system manhole sewage level monitoring equipment, data collection equipment, satellite radio data transmission equipment, installation of equipment, certain spare parts, data hosting and analysis services and training in the installation and maintenance of equipment and data services use.

How do you intend to use the product/service?

We will utilize the equipment and services to monitor wastewater collection system manhole sewage level heights to alert us that sanitary sewer overflow (SSO) issues may be developing prior to their actual occurrence. This project is being undertaken as part of Settlement Agreement with the Florida Department of Environmental Protection.

Estimated cost/timeframe? \$ 80,388.96/one year

What is the benefit for the agency/city/public?

This project will assist us in being able to prevent SSOs (proactive) rather than only clean-up SSOs after the fact (reactive). This will protect public health and reduce the potential for regulatory violations and fines.

What about this vendor makes them a single source?

They are the only manufacturer that provides equipment and services of this kind specifically targeted to and designed for the wastewater utility industry that utilized satellite radio data transmission systems (which are reliable during major storms when the service is needed most) and have equipment that is designed to be installed and maintained above ground so no Confined Space Entry is required (a major safety concern).

What is unique about the product?

Same as above.

Is there an alternative available?

PUBLIC UTILITIES REQUISITION REQUEST FORM

No, not one that provides the same features, reliability and safety.
--

If so, why is not acceptable:

N/A



City of Clearwater
Mr. David Porter
Public Utilities Department

Date January 12, 2021

This letter is to provide notification that Hadronex, Inc. (doing business as SmartCover[®] Systems[™]) herein known as "Company" with corporate offices located at 2110 Enterprise Street, Escondido, CA 92029, is the sole creator, manufacturer and marketer of a group of systems and products, including: the award winning SmartCover[®]; SmartFLOE[™]; SmartVault; SmartWeir[™]; SmartClean[™]; SmartTank[™]; SmartTrend[®]; SmartRain[™]; SmartTide[™]; UnderCover[®]; SubSonic[™]; H₂Scents[™] and StreamWatch[™].

The SmartCover[®] family of products are both **patented and proprietary**, designed and manufactured by the Company to provide users with unique qualities and functions based on acquiring water level and/or flow data as well as other data in the sewer collection system or other structures with open channel flows, using ultrasonic, pressure or combined technology combined with embedded analytics and data fusion. The SmartCover[®] system, which acquires and transmits data through the Iridium[®] military grade satellite network, is immune to terrestrial communications interruptions caused by storms or hurricanes and provides 24/7 user access via a secure web browser and through a dedicated, secure user website.

SmartCover[®] uniquely provides real-time, continuous monitoring capability powered by an engineered and proprietary long-life lithium thionyl chloride battery pack. It uniquely communicates with an embedded digital radio through the Iridium[®] satellite system assuring global, redundant and continuous coverage.

Mounted directly on the manhole cover, the patented SmartCover[®] configuration is designed to be installed with **no confined space entry** per OSHA CFR 1910.146(b). The manhole cover mounting also provides a real-time intrusion alarm when the manhole cover is opened, providing a unique capability to detect intrusions or entries into the manhole or hatch.

Hudson Pump & Equipment a Tencarva Company is the exclusive Municipal Distributor for SmartCover[®] Systems[™] for the State of Florida for the purchase of new products. No other representative can sell products for SmartCover[®] Systems[™]. **Your contact is Jim Murphy**, and his information is:

Jim Murphy
863-581-4004
jmurphy@tencarva.com
Hudson Pump & Equipment/ Tencarva Inc.
Lakeland, FL 33813

Company is protected by the following US Patents: 7,292,143; 7,589,630; 7,598,858; 7,944,352; 7,948,215; 8,607,654; 9,297,684; and 9,482,568. The systems are also protected by registered trademarks and international patents. Company also has a Madrid Treaty filing for its main trademark. We hope this information will satisfy your requirements and that it clearly demonstrates the special, patented, unique and proprietary features of our systems.

Sincerely,

Greg Quist, Ph.D.
President/CEO
gquist@smartcoversystems.com



Pump & Equipment

A Division of Tencarva Machinery Company

3524 Craftsman Boulevard, Lakeland, FL 33803

Phone (863) 665-7867 Fax (863) 667-2951

PROPOSAL/CONTRACT

TO: City of Clearwater
Mr. David Porter- Dir. Of Utilities
David.Porter@myclearwater.com

DATE: January, 12th, 2021

PROJECT: Smart Cover Systems

Hudson Pump & Equipment agrees to sell to City of Clearwater and they agree to purchase from Hudson Pump & Equipment the products as described below:

I. EQUIPMENT DESCRIPTION:

Part Number	Description	Unit Price	Quantity	Total
SC-Q-SB-15	SubSonic™ System Components <ul style="list-style-type: none">Dual Sensor -Ultra-Sonic Standard (0" to 79" range, 1 tenth resolution) & Pressure (Transducer, max 34.5" depth with 1/2" resolution) with 15' cable.E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated.PowerPack®- lithium thionyl chloride battery with high power density.E-Square™ antenna, including antenna and installation kit.Mounting bracket kit- three-part mounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware.	(Each)	(Each)	(Each)
		\$3,713.17	17	\$63,123.89
EW-SC1	ONE (1) Year, Parts-Only Warranty <ul style="list-style-type: none">Limited Parts-Only Warranty on all system SmartLevel™ hardware.(See Warranty Statement for complete details)	Included	Included	Included
PW-5C1	TWO (2) Year, PowerPack™ Warranty <ul style="list-style-type: none">Limited Parts-Only Warranty on the PowerPack™	Included	Included	Included

ASM-SC1	Active Site Management (ASM), SmartLevel™, ONE Year. Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud-based software • Regular feature updates and upgrades including the <i>SmartTrend™</i>. • Hosting of data storage – <i>unlimited data storage</i> • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms via email and/or text message • Ongoing technical support via phone or online. 	\$365	17	\$6,205
IST-1	Dedicated Customer Website: Initial Set-up & Training (IST) <ul style="list-style-type: none"> • Dedicated Customer Website set-up and training • Browser-based, secure user access, logins • Includes map view, site-specific data and information • Alarms and Advisories set-up • Includes virtual training for Client staff on access to www.mysmartcover.com with complete training on all features. • Comprehensive training for website features & functions Note: this is a one-time charge for new customers and does not apply to following orders. 	\$900	1	\$900
ASM-RD-1Y	SmartRain™, One-Year, per site <ul style="list-style-type: none"> • Radar rain data, 1 km² area <i>Installation and certification by technician trained by SmartCover®</i>	\$98	4	\$392
Installation & Certification	Systems averages 2-3 units per day. Includes field training for hardware installation via local channel partner and support from factory.	\$1,500	6	\$9,000
Tax	Local tax for the customer is XX% - TBD			
Freight	UPS Ground shipment for systems			\$768.07
TOTAL	All Items above			\$80,388.96

II. APPLICABLE SPECIFICATIONS:

The specifications listed above are the only specifications that shall apply to this proposal either directly or by reference. Any specification that is not specifically included as part of this proposal is excluded from this offering.

III. COMMENTS AND CLARIFICATIONS: This is a proposal subject for estimating – if necessary the City may change quantities of items listed

IV. BID VALIDITY: This bid is valid for 30 days unless withdrawn by seller in writing and is based upon equipment release for manufacture within 90 days and shipment upon completion or within 10 days of test curve submittal.

V. ESCALATION: Material surcharges and escalation will apply to all orders not released for manufacturing and shipment within 90 days of the quote date.

VI. TERMS OF PAYMENT: 100% net cash 30 days with credit approval. A **2% processing fee shall be added to all credit card payments.** A late charge of 1.5% per month shall be added to all unpaid balances. The Purchaser shall pay all attorneys fees and collection charges for any late payments. If shipment is delayed by the purchaser, the date of readiness for shipment shall be deemed the date of shipment for payment purposes. Payments shall be prorated as shipments go forward. Full payment is required before equipment start-up. Payment is not contingent upon Purchaser's receipt of payment from others.

VII. TAXES: No taxes are included.

VIII. TITLE AND FREIGHT: F.O.B. Delivered.

IX. PAINT: The equipment will come field ready coated as required for the application service .

X. SERVICE: As listed above start-up and training on are included as stated For additional service, add \$1,500 per day plus expenses.

XI. EXCLUDED ITEMS: The following items are not included:
soleplates, templates, anchor bolts, standard tools, lubricants, gauges and any other items not specifically listed in this proposal.

XII. TERMS AND CONDITIONS: This proposal is quoted on the standard terms, conditions, and warranty of the manufacturers and per the attached. Hudson Pump & Equipment assumes no liability for liquidated damages, consequential damages and/or removal and reinstallation charges.

XIII. SHIPPING DATE: 1-2 weeks ARO.
Products are in stock and will be shipped as requested

XIV. TOTAL PRICE, FREIGHT INCLUDED\$80,388.96

XV. SIGNATURES

By Jim Murphy
(Signature)

Jim Murphy
(Name)

Account Manager
(Title)

Hudson Pump & Equipment
(Company)

July 16, 2020
(Date)

Accepted By _____
(Signature)

(Name)

(Title)

(Company)

(Date)

HUDSON PUMP & EQUIPMENT TERMS AND CONDITIONS

WARRANTY - Company warrants title to the product(s) and, except as noted with respect to items not of Company's manufacturer, also warrants the product(s) on date of shipment to Purchaser, to be of the kind and quality described herein, and free of defects in workmanship and material. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE PRODUCT(S).

If within one year from date of initial operation, but not more than eighteen months from date of shipment by Company of any item of product(s), Purchaser discovers that such item was not as warranted above and promptly notifies Company in writing thereof, Company shall remedy such nonconformance by, at Company's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it. Purchaser agrees to notify Company, in writing, of any apparent defects in design, material or workmanship, prior to performing any corrective action back chargeable to the Company. Purchaser shall provide a detailed estimate of the material, labor costs associated with proposed remedy for expeditious review and approval by the Company.

ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY THE COMPANY IS NOT WARRANTED BY COMPANY and shall be covered only by the express warranty, if any, of the manufacturer thereof.

THIS STATES PURCHASER'S EXCLUSIVE REMEDY AGAINST COMPANY AND ITS SUPPLIERS RELATING TO THE PRODUCT(S) WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. Company and its suppliers shall have no obligation as to any product which has been improperly stored or handled, or which has not been operated or maintained according to instructions in Company or supplier furnished manuals.

NUCLEAR - Purchaser represents and warrants that the product(s) covered by this contract shall not be used in or in connection with a nuclear facility or application.

NONCANCELLATION - Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except on mutually acceptable terms.

DELAYS - If Company suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure to act of government, act or omission of Purchaser, fire flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give to Purchaser notice in writing within a reasonable time after Company becomes aware of any such delay.

STORAGE - Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes which affect Purchaser's ability to receive the product(s), may be placed in storage by Company for Purchaser's account and risk.

TITLE AND INSURANCE - Title to the product(s) and risk of loss or damage shall pass to Purchaser at the f.o.b. point, except that a security interest in the product(s) and proceeds and any replacement shall remain in Company, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Company's interest by adequately insuring the product(s) against loss or damage from any external cause with Company named as insured or co-insured.

LIMITATION OF LIABILITY - Neither Company nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit, or for cost of capital or of substitute use or performance, or for incidental, indirect, or special or consequential damages, or for any other loss or cost of similar type, or for claims by Purchaser for damages of Purchaser's customers. Likewise, Company shall not, under any circumstances, be liable for the fault, negligence, or wrongful acts of Purchaser or Purchaser's employees, or Purchaser's other contractors or suppliers.

IN NO EVENT SHALL COMPANY BE LIABLE IN EXCESS OF THE SALES PRICE OF THE PART(S) OR PRODUCT FOUND DEFECTIVE.

GENERAL - (a) Company will comply with all laws applicable to Company. Compliance with OSHA or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Purchaser. (b) The laws of the State of Florida shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part, without giving effect to any rules governing the conflict of laws. (c) This document and any other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties. Unless otherwise specified, any reference to Purchaser's order is for identification only. Assignment may be made only with written consent of both parties.

ACCEPTANCE - The determination of compliance with performance guarantees will be based on results of factory tests under controlled conditions with calibrated instruments and tested per standards of the Hydraulic Institute.

CONTROLLING PROVISIONS - These terms and conditions shall control with respect to any purchase order or sale of the Company's products. No waiver, alteration or modification of these terms and conditions whether on Purchaser's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of the Company.

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PART 1 SPECIFICATIONS

1.1 SYSTEM REQUIREMENTS

- A. A real-time level and flow monitoring system that operates in and around the sewer collection system shall be provided that is comprised of the following requirements.

1.2 SYSTEM SPECIFICATIONS

- A. The monitoring system type shall have active installations at more than 400 other public collection systems in the United States.
- B. The monitoring system type shall cumulatively have in excess of 150,000,000 operating hours of remote field unit operational experience.
- C. Multiple sensors shall be supported by the system.
- D. The system Remote Field Unit (RFU) shall monitor water levels at a rate of at least 12 times per hour with six (6) recorded measurements per hour, unless there is an alarm, and have the ability to remotely and wirelessly change this rate.
 - 1. Alarms shall be reported, when User-defined sensing thresholds are exceeded, in nominal conditions, within 20 seconds of detection.
 - 2. Thresholds may be set and changed remotely by system Users.
- E. The data shall be acquired from remote monitoring sites, via a low earth orbit satellite communication system, and delivered to redundant, secure servers with 2048-bit key encryption.
 - 1. Data from remote sites are accessed via the cloud on any web-enabled, desktop, smartphone, and smart device.
- F. The RFU shall meet IP-68 standards and capable of surviving immersion in sewage water at depth of six (6) feet for at least 24 hours.
- G. The RFU shall be designed to be easily mounted to manhole covers and may be installed completely outside the manhole to avoid confined space entry as defined by OSHA 1910.146.
- H. Remote field units shall provide periodic health messages a minimum of two (2) times per day indicating the proper operating parameters of the instrumentation including the health of the ultrasonic sensor, power pack, and satellite signal quality.
- I. RFU shall contain a micro-electromechanical system (MEMS) device capable of detecting acceleration and tilt and detect and immediately alarming for the opening or closing of the hatch or manhole cover.
- J. Remote data shall be accessible via a mobile app supported by Android and iOS.
- K. System will provide an application programming interface (API) for integration with customer data utilizing a JSON Web Token (JWT) for authentications and endpoints return data in JSON format.

1.3 REMOTE FIELD UNIT COMPONENTS

- A. The system shall be modular to provide application flexibility and have a remote field unit (RFU) containing the following components:
 - 1. Sensor or set of sensors

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2. Two-way wireless, satellite communications
3. Data access, management and storage
4. System control box
5. Self-contained power source
6. Antenna
7. Mounting hardware

1.4 SENSOR SPECIFICATIONS

- A. The system remote field units (RFU) shall be capable of using one or more of the following sensors without any physical change in configuration of the system control box:
 1. Ultrasonic sensor;
 2. Dual pressure-level sensor that provides a means to measure water levels ABOVE the ultrasonic sensor with the following performance specifications:
 - a. Ultrasonic resolution shall be no more than 0.1"
 - b. Pressure resolution shall be no more than 0.5"
 - c. Built-in algorithm to minimize false distance readings
 - d. Total dynamic range of 0 inches to 30 feet
 - e. Fully potted and capable of withstanding 10G of force, and have an IP-68 rating
 - f. Does not require field calibration
 - g. Is temperature compensated
 - h. Small enough (less than 4" x 4" x 6") and independent physically of the system control box
 - i. Positioned easily anywhere in a manhole, CSO structure or similar structure with a connecting cable to the system control box up to 300 feet from the system control box
 3. Hydrogen sulfide (H₂S) sensor with the following performance:
 - a. Sensing ranges of 0 – 1000 ppm
 - b. Minimum calibration interval: 90 days
 - c. Constructed and operates to IP-68 standards

1.5 COMMUNICATION

- A. The system shall provide full two-way, satellite communication between the User and the RFU location.
 1. Monitoring data transmits from the RFU to the User dashboard.
 2. Commands can be sent from the User to the remote site to request data or change operational set points.
 3. The commands will be received by the RFU and executed within one (1) hour or less.
 4. Communications will remain in operations during short- or long-term electrical grid power loss, loss of local cellular networks, loss of local power.
 5. Communications to/from remotely monitored sites shall be enabled through a smartphone or smart device application.
- B. The system shall communicate using two-way, digital-radio signals directly to orbiting satellites for uninterrupted operations when there are

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local, regional, or massive power outages due to weather, forced blackouts or other extraordinary circumstances.

1. The orbiting satellite system shall have 66 active satellites and an additional six (6) back-up satellites in low earth, polar orbit and to assure communication redundancy.
2. No additional terrestrial communications systems shall be required to send or receive information to or from the installed RFU.
3. Satellite communication will be 'backward' compatible with the existing Iridium satellite network and 'forward' compatible with the recently launched Iridium Next satellite network for the next 20 years.

1.6 DATA ACCESS, MANAGEMENT & STORAGE

- A. The system shall have cloud storage, remote server, redundancy, and access to data via a standard web browser, smartphone, or smart device with 2048-bit key encryption security.
 1. There shall be no software required on any local computer to access and view data other than a standard web browser.
 2. There shall be access to data without restrictions or extra fees based on the number of Users.
 3. The data shall be stored for an unlimited period of time.
 4. There shall be no limits on the amount of data being stored.
 5. There shall be no limits to the messages sent from each site to the User.
- B. The User shall designate the persons who have access to data:
 1. The Users shall be designated as one of at least three levels of access whereby the lowest level is a view-only function and where the mid-level has access to selected controls and where the highest level has full access to all User-controls.
 2. The data shall be accessible via any device with a web browser using a Username and password for login.
- C. The system shall have access via certified iOS and Android applications for mobile devices.
- D. Ability to integrate Application Programming Interface (API) to communicate with the client's SCADA, GIS, ESRI, and CMM programs.

1.7 SYSTEM CONTROL

- A. The system control box shall be stand-alone and utilize an integrated control including circuitry for: power management; digital communications and data acquisition; on-board analysis of sensor data; storage of sensor and command data.
 1. Shall be fully potted to prevent intrusion of liquids or gases and be capable of withstanding 75G of shock.
 2. Capable of full submersion and be IP-68 rated.
 3. Shall have connectors for the antenna, the power source and the sensor.
 4. All connections to the system control box shall be water-tight to IP-68 standards.

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5. Will contain a MEMS sensor, which by virtue of the mounting of the sensing unit directly onto the manhole cover, shall detect the opening of the manhole cover immediately and send an alarm to the User of this opening.
6. Will be no larger than 4" x 3" x 2"

1.8 POWER SOURCE

- A. The system power source or 'power pack' shall be self-contained and have the following configurations to support off grid conditions.
 1. Minimum operating life of two (2) years.
 2. Utilize high power-density lithium thionyl chloride chemistry batteries, containing no heavy metals.
 3. A connector for simple and easy replacement.
 4. Potted and meet IP-68 standards.
 5. Contain electronics that provides isolation between cells and current limiting of the power pack to avoid:
 - a. Shortened life because of one cell's failure; and
 - b. High current draw from any one cell.

1.9 ANTENNA

- A. The traffic rated system antenna shall include two housing options:
 1. A reflective, raised pavement marker; and
 2. Recessed design for potential snowplow locations
- B. The antenna shall be mounted to the top of the manhole cover but may be mounted to other nearby structures within 15 feet.
- C. The mounting adhesive shall be a two-part acrylic adhesive suitable for structural bonding of metal parts.
- D. The antenna wire to connect to the system control box shall be fed through the manhole cover via a 3/8" drilled hole into the cover.

1.10 MOUNTING HARDWARE

- A. Depending on the application, the RFU with the system control box and the power source shall be housed and secured in place with one of two basic configurations:
 1. Two-part bracket system able to be mounted directly onto manhole covers for ease of installation and avoidance of confined space entry; or
 2. NEMA 4X enclosures containing the IP-68 system control box and power source.
- B. The bracket system shall be a heavy-gauge aluminum and have a hard-anodized, corrosion resistant coating to avoid corrosion in the sewer environment.
 1. Mounted to the underside of a manhole cover via either a flat mounting to the underside or secured to an underside vane via an adapter.
 2. Secured to the manhole cover with at least two stainless steel bolts
 3. Strain relief capable of securing the sensor cable.

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4. Bracket constructed from at least two pieces, each able to be easily separated for parts service and replacement outside the plane of the manhole.
- C. The NEMA 4X enclosure shall be constructed of fiberglass, aluminum, or steel (stainless or otherwise).
 1. The NEMA 4X enclosure will contain the system control box, the power source, and supporting electronics.
 2. The NEMA 4X box will provide a means to connect external sensor(s) to the system control box and make measurements of the environment inside and outside of the enclosure.
 3. The NEMA 4X box shall be mountable on a variety of vertical and horizontal surfaces and include a helically polarized satellite antenna positioned to maximize exposure to the sky for satellite communications.

PART 2 USER DASHBOARD

2.1 DEDICATED WEBSITE

- A. The system shall have a dedicated, secure website, accessed and viewed upon login.
- A. The User interface or dashboard shall be map-oriented.
- B. The map page shall display all monitoring sites as indicated by symbols where specific site details and data are accessed.
- C. The map page shall have a dashboard feature to review the last 24-hour data on all sites.
- D. Access to any specific site's data is achieved by clicking the symbol on the map location page.
- E. When accessed, the specific site data is graphically displayed with a default time period (e.g. one week or one month) worth of level or flow data.
- F. The User may select any desired date range to inspect via a drop-down menu or through a date/time selection option.
- G. The system shall provide a specific symbol with a specific color on the dedicated User map display to graphically indicate the site or sites with an alarm, trend advisory or maintenance alert.
- H. The system shall provide a specific symbol with a specific color on the dedicated User map display to graphically indicate the site or sites with an alarm that has been activated because a cover or hatch has been removed or tilted.
- I. Users shall have the ability to download data using a .csv file format directly into an Excel spreadsheet with a single click.

2.2 ANALYTICS DASHBOARD

- A. The dashboard shall have data trend reports for all remote monitoring sites that are exhibiting unusual water level patterns suggestive of problems in pipes upstream and downstream and at the monitored site.
 1. Trend reports will be run automatically at least daily or can be accessed real time at any time by the User.

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- B. This dashboard shall summarize the state of each site in terms of trend rise, trend fall, high-level advisory.
- C. The dashboard shall also characterize the flow type measured by the sensor, including the following types: diurnal flow, low amplitude flow, flat line flow and irregular flow.
- D. The system shall provide self-generated maintenance messages that include at least: battery voltage, sensor performance, communications status, and radio signal strength.
- E. The map view shall display a symbol with a specific color designating the site where a status had changed and therefore required maintenance.
- F. The system shall record and retain a complete history for all instances of maintenance messages, types, locations, times, and the staff members receiving these messages.
- G. The system shall, on the dashboard, calculate flow from water levels using Manning's equation and provide the ability on the website to adjust parameters as needed to calibrate these flow levels to local AV meters or other flow assumptions provided by the User.
 - 1. The dashboard shall be capable of allowing Users to switch between measurement units of level or flow.
 - 2. The dashboard shall provide four (4) different inputs for the flow calculation including pipe diameter, slope, Manning's co-efficient of roughness and level.
 - 3. Level shall be the dynamic portion of the calculation and remotely acquired data shall be used to calculate flow.
 - 4. The dashboard shall provide the capacity to change these four (4) input parameters of pipe diameter, slope, Mannings co-efficient of roughness, or level parameter in order to adjust for error or modeling purposes.
 - 5. This adjustment shall provide for adding/changing the data in designated fields and through a single mouse click, update the graph where both the original and updated graph are displayed in a single view.
 - 6. The flow may be calibrated using velocity meters or flow meters to set and fix the Manning's parameters of pipe diameter, slope, roughness coefficient and level.
 - 7. The system shall be capable of showing two graphs simultaneously of original data and modified data.

2.3 TREND REPORTING DASHBOARD

- A. The trend reporting dashboard shall include a daily auto scanning function of all remote sites using algorithms to detect day-over-day changes of level or flow.
 - 1. The changes shall be detectable in 0.1" increments.
 - 2. The dashboard shall have the ability to configure the detectable limits of trends.
 - 3. The User shall be able to configure each remote site setting through the dashboard for at each remote monitoring site.
 - 4. The dashboard shall report level or flow trend changes to the User via an email notification.

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5. Data provided from the dashboard will not require human intervention.
- B. Provided that a trend change is automatically detected the dashboard shall send an email notification, including a graph of the site of interest, to all designated recipients advising of that unusual trend at the remote site.
 1. The email shall provide the location, time, date and condition of the change including 'trend rise' or 'trend fall' designation.
 2. The dashboard shall provide a specific symbol on the map view (page) with a specific color display to graphically indicate the site or sites with trend changes.

2.4 NOTIFICATIONS

- A. Alarms related to flow or level settings shall be set and adjusted through the User dashboard and shall not require any adjustment at the RFU to change alarms settings.
- B. Alarms from the system shall be able to be acknowledged through a handheld wireless smart device or online. The system shall provide:
 1. **ALARMS** under conditions of high-water or low-level levels or intrusion;
 2. **ALERTS** indicating the need for service of the remote field unit;
 3. **ADVISORIES** for indications that the water level trends and patterns are not normal and require attention.
- C. Data updates from the RFU shall be no less frequent than once per hour.
- D. The system shall provide a real-time security 'intrusion' alarm that will transmit its signal within one minute, if the manhole cover or hatch is removed or tilted.
- E. The system shall record and archive a complete history for all instances of alarms, alarm types, location of the alarm, time of the alarm, the name of the person who acknowledged the alarm.

2.5 DATA FUSION

- A. The website shall integrate multiple real-time environmental data sets showing effects on the sewer system, including:
 1. Rain and weather data from NOAA
 2. Tidal data from NOAA
 3. Stream and river data from USGS
- B. A single, integrated graphical view showing the influence of these factors on sewer level and flow with the ability to pull an I&I inflow impact reporting feature
- C. A multi-graph view shall be capable of displaying up to five data sets of various types on a single graph.
- D. Provides a I&I inflow impact reporting feature

2.6 MOBILE APPLICATION

- A. Mobile access to the User interface will be available with a complimentary mobile application.
- B. The mobile app will be available for both iOS and Android Users, certified for download from the Apple Store and Google Play.
- C. Updates will be automatic at no cost without requiring software upgrades.

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- D. The mobile applications shall be accessible using the same secure login as the User website with unlimited Users.

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2.7 APPLICATION PROGRAMMING INTERFACE

- A. Application programming Interface (API) will be provided for programmatic access to system data.
- B. API will utilize a JSON Web Token (JWT) for API authentication and endpoints return data in JSON format.
- C. Access to the API will be provided by passing a JSON Web Token (JWT), an open, industry standard method for representing claims securely between two parties.
- D. Several API lists will be supplied, including:
 - 1. Location List API will be provided for access to customer's SmartCovers. This includes the location's coordinates, description and the latest status for all data types.
 - 2. Location Summary API provides a quick overview of an organization's locations. It provides a quick count of the number of locations, alarms, alerts, and advisories.
 - 3. Historical Data API provides access to data readings and the associated timestamps of a customer's SmartCovers.
 - 4. Alarm List API provides access to a list of a customer's locations that have active alarms.
 - 5. Latest Data API provides access to the latest status of a customer's SmartCovers. This endpoint is the predecessor to the Location List API.

PART 3 SAFETY

3.1 SAFETY

- A. Remote field units shall ~~be licensed to mount~~ directly onto the sewer manhole cover or vault hatch in order to minimize time and expense of confined space installation and service.
 - 1. Installation **shall not require confined space entry** of any type, whereas 'entry' into a manhole is defined by OSHA 1910.146 as 'any part of an installer's body, including hands, arms, fingers, crosses the plane of the manhole opening.'
 - 2. For installation or maintenance, no physical penetrations of any kind by any part of an installer's body shall be made to the manhole structure.
 - 3. The system shall not require any cutting or drilling into the street in order to mount the antenna.
 - 4. The system shall not require any drilling or cutting into the manhole or vault structure for mounting the bracket.
 - 5. RFU shall be capable of replacement in under 15 minutes of on-site labor and without any confined space entry as per OSHA 1910.146.

PART 4 ACCOUNT SUPPORT

4.1 INSTALLATION, TRAINING AND CUSTOMER SERVICE

- A. Manufacturer's representative will include a half-day of start-up service by a factory-trained technician, if requested.
- B. Internal crew resources or a certified contractor will install in strict accordance with the manufacturer's instructions and recommendations.

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- C. Contractor will include the manufacturer's services to perform start-up on instrument to include basic operational training and certification of performance of the instrument.
- D. Contractor will include a manufacturer's Service Agreement that covers all the manufacturer's recommended preventative maintenance, regularly scheduled calibration and any necessary repairs beginning from the time of equipment startup through to end User acceptance / plant turnover and the first 12 months of end-User operation post turnover.
- E. Items A and B are to be performed by manufacturer's factory-trained service personnel. Field service and factory repair by personnel not trained and certified by the manufacturer is not allowed.
- F. Use of manufacturer's service parts and agents is required. Third-party parts and agents are not approved for use.
- G. Agents will be assigned to the User for live customer support for the term of the service.
- H. Ongoing training will be supported during the term of the service.

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Named Insured Schedule for Tencarva Machinery Company LLC

- ❖ Tencarva Machinery Company, LLC
- ❖ Tencarva Holding Company I
- ❖ Tencarva Holding Company II
- ❖ Hudson Pump & Equipment Associates LLC
- ❖ Hudson Pump & Equipment, a Division of Tencarva Machinery
- ❖ Engineering Equipment, a Division of Tencarva Machinery
- ❖ Electric Service & Sales, a Division of Tencarva Machinery
- ❖ Southern Sales Co, a Division of Tencarva Machinery
- ❖ GPM Industries, a Division of Tencarva Machinery
- ❖ Uniguard Machine Guards, a Division of Tencarva Machinery
- ❖ Saladin Pump & Equipment Co



CITY OF CLEARWATER

FINANCE DEPARTMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE

TELEPHONE (727) 562-4530 FAX (727) 562-4535

NOTICE OF INTENT TO MAKE A SOLE SOURCE PURCHASE ISS 06-21; Manhole Level Monitoring Systems

October 23, 2020

The City of Clearwater (City) intends to purchase a commodity or service for which we believe only one (1) known provider exists. This document contains the specifications and justification for the noncompetitive procurement. Any vendor who does not agree that this commodity or service is available only from the source described in this document must contact the procurement officer listed below by the response deadline.

Purchase Description: The City of Clearwater Public Utilities Department intends to establish a term contract for the purchase of Manhole Level Monitoring Systems complete with associated telemetry equipment and data communications services to provide early warning of impending sanitary sewer overflows (SSO). The City intends to initiate a pilot program using these product(s) for an initial purchase of approximately 16 manhole level monitors, with related equipment and accessories, with the option to continue purchasing on an as-needed basis.

The systems must provide real-time data from sites. Solutions shall be satellite based for uninterrupted operations in case there are local, regional, national disasters or extraordinary circumstances. The system must have the ability to communicate with the City's SCADA, GIS, and CMM programs. Additionally, devices must be portable, self-contained, and affix to the underside of manhole covers and lift station hatches.

Intended Source: Tencarva Machinery Company LLC. Dba Hudson Pump & Equipment

Intended Product: SmartCOVER

Term/Price: 3-year term contract. Estimated cost for initial purchase - \$82,000

Justification for the noncompetitive procurement: The SmartCOVER system is a patented, proprietary system and the only solution found to meet all requirements of the City of Clearwater Public Utilities Department.

Response Deadline: If you feel you are able to provide these commodities / services and would like an opportunity to submit a proposal for consideration, please submit your response by **November 5, 2020 at 10:00AM EST** as follows:

- Log onto: <https://app.smartsheet.com/b/form/6965ef2e80e84fa6b2426b2a0f226441>
- Complete online form with "Your Information"
- Use the drop-down arrow to select "Project You Are Bidding On"
- Drag and drop your files into the "Upload Files Here" box
- Once complete, hit "Submit"

General, Process, or Technical Questions concerning this Intent to Sole Source should be directed, IN WRITING, to the Sr. Procurement Analyst, Valerie Craig at Valerie.Craig@myclearwater.com no later than October 30, 2020.

Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Frank Hibbard, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

"Equal Employment and Affirmative Action Employer"

ISS 06-21, SmartCOVER

Craig, Valerie <Valerie.Craig@MyClearwater.com>

Thu 11/5/2020 10:29 AM

To: Porter, David <David.Porter@MyClearwater.com>

Cc: Daniel, Glenn <Glenn.Daniel@myClearwater.com>; Public Utilities Accounting <PublicUtilitiesAccounting@myclearwater.onmicrosoft.com>

2 attachments (2 MB)

ISS0621_Manhole_Level_Moni.pdf; D.Porter Response to TEAWORK.pdf;

Dave,

The City did not receive any additional challenges to Intent to Sole Source 06-21, MANHOLE LEVEL MONITORING SYSTEMS. Therefore, On Procurement's end you're free to enter a requisition for City Manager's approval!

Description Line: ISS 06-21: MANHOLE LEVEL MONITORING SYSTEMS

General Notes: ***For City Manager Approval** A Notice of Intent to Sole Source was posted to the City's website from 10/23/20-11/05/2020. The City received a proposal from one vendor, TEAMWORKnet, Inc, on 10/27/20. The vendor's product was reviewed by PU Staff and was rejected based on Public Utilities' needs/requirements, letter attached.

Awarded Sole Source Vendor: Tencarva Machinery Company LLC. Dba Hudson Pump & Equipment

Intended Product: SmartCOVER

Term/Price: 3-year term contract. Estimated cost for initial purchase - \$82,000

Attach at minimum:

- Notice of Intent to Sole Source (attached above)
- Updated Quote
- Sole Source Letter
- Director Justification/Sole Source Questions
- FDEP Settlement letter
- D.Porter Response to TeamWorkNet

Thanks,

Valerie Craig

Valerie Craig, CPPB

Sr. Procurement Analyst

City of Clearwater

From: Williams, Jeremy <Jeremy.Williams@myClearwater.com>

Sent: Thursday, November 5, 2020 10:02 AM

To: Craig, Valerie <Valerie.Craig@MyClearwater.com>

Subject: ISS 06-21

Valerie,

Nothing digitally received for this:

<https://www.myclearwater.com/Home/Components/RFP/RFP/226/1111>

Thanks!

Jeremy

RE: ISS 06-21 Inquiry**Porter, David** <David.Porter@MyClearwater.com>

Tue 10/27/2020 3:15 PM

To: Craig, Valerie <Valerie.Craig@MyClearwater.com>**Cc:** Gardner, Richard <Richard.Gardner@MyClearwater.com>; Daniel, Glenn <Glenn.Daniel@myClearwater.com> 1 attachments (2 MB)

8301_PFO0348.pdf;

Good afternoon Valerie,

This company produces this product for use in the power industry; it is an underground distribution sensor.

It is used to monitor electric systems for faults. It also allows for the monitoring of water level in power line vaults.

It is powered by the use of induced current flow from power lines in the vault (a transformer picks up some of the power flowing through the power lines in the vault. We have no power lines in our sewage system manholes.

Data is transmitted via the internet presumably using WiFi connections or cell phone technology, not via a satellite link.

The equipment does not mount to a manhole cover. The device is for use in electric vaults, therefore the device would not be designed to withstand the harsh hydrogen sulfide laden moist gas environment encountered in the sewage system manhole.

The monitoring system does not include the tracking, trend charting, infiltration and inflow identification rate tracking, I/I forecasting, and other specialized software necessary for use in our application.

The applications for this equipment stated in the literature are all power system related and not sewage system appropriate. This device and the system does not meet our needs.

Thanks,

Dave

From: Craig, Valerie <Valerie.Craig@MyClearwater.com>**Sent:** Tuesday, October 27, 2020 11:29 AM**To:** Porter, David <David.Porter@MyClearwater.com>**Cc:** Gardner, Richard <Richard.Gardner@MyClearwater.com>; Daniel, Glenn <Glenn.Daniel@myClearwater.com>**Subject:** Fw: ISS 06-21 Inquiry

Dave,

Can you take a look to see if this manhole level monitor meets your requirements? At first glance I don't think so, as it looks like it attaches to the wall, but would like your teams official response.

Thanks!

Valerie Craig

Valerie Craig, CPPB
Sr. Procurement Analyst
City of Clearwater

From: Robert Farkas <rfarkas@teamworknet.com>
Sent: Tuesday, October 27, 2020 10:55 AM
To: Craig, Valerie <Valerie.Craig@MyClearwater.com>
Subject: RE: ISS 06-21 Inquiry

CAUTION: This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Understood Valerie,

I was attempting to understand if this would be a possible solution to the City's issue. If it meets the need, we'll be happy to submit a proposal. If it does not satisfy the need, then we'll refrain from responding.

Robert "Bo" Farkas, P.E.

VP – East Coast
Engineering & Operations
TEAMWORKnet, Inc.
813-951-6288

From: Craig, Valerie <Valerie.Craig@MyClearwater.com>
Sent: Tuesday, October 27, 2020 10:51 AM
To: Robert Farkas <rfarkas@teamworknet.com>
Subject: RE: ISS 06-21 Inquiry

CAUTION: External Email

Hello Robert,

To formally submit a proposal for consideration, please follow the steps outlined in the Notice of Intent to Make a Sole Source Purchase document, which can be found at the below link:

<https://www.myclearwater.com/Home/Components/RFP/RFP/226/1111>

We appreciate your interest.

Regards,

Valerie Craig
Sr. Procurement Analyst
City of Clearwater

11/5/2020

Mail - Craig, Valerie - Outlook

From: Robert Farkas
Sent: Tuesday, October 27, 2020 10:08 AM
To: Craig, Valerie
Subject: ISS 06-21 Inquiry

CAUTION: This email originated from outside of the City of Clearwater. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Valerie,

I understand the City of Clearwater to be in need of a water level monitoring system for their manholes around the City. If you have underground distribution to monitor, the attached product may also be a beneficial deployment that we could assist with.

Robert "Bo" Farkas, P.E.

VP – East Coast
Engineering & Operations
TEAMWORKnet, Inc.
813-951-6288

RE: FDEP Settlement Agreement - Council Approval Documents

Kohler, Owen <Owen.Kohler@MyClearwater.com>

Mon 12/14/2020 1:26 PM

To: Porter, David <David.Porter@MyClearwater.com>; Maxwell, Micah <micah.maxwell@MyClearwater.com>
Cc: Gardner, Richard <Richard.Gardner@MyClearwater.com>; Vogel, Lori <Lori.Vogel@myClearwater.com>

Council approved the settlement because the potential claim was over \$50k. It wouldn't be necessary for council to approve the purchase unless the amount is over \$100K.

Owen Kohler
Lead Assistant City Attorney
City of Clearwater
City Attorney's Office
600 Cleveland Street, Suite 600
Clearwater, FL 33755
Office 727.562.4010
Direct 727.562.4018

From: Porter, David <David.Porter@MyClearwater.com>

Sent: Thursday, December 10, 2020 10:56 AM

To: Maxwell, Micah <micah.maxwell@MyClearwater.com>; Kohler, Owen <Owen.Kohler@MyClearwater.com>

Cc: Gardner, Richard <Richard.Gardner@MyClearwater.com>; Vogel, Lori <Lori.Vogel@myClearwater.com>

Subject: FDEP Settlement Agreement - Council Approval Documents

Good morning Micah and Owen,

The agenda item that went to Council requesting approval of the FDEP Settlement Agreement to address SSO incidents included two documents; the Agenda Memo and the Settlement Agreement as prepared by the FDEP.

In the Agenda memo we stated:

"Approve settlement of Department of Environmental Protection (DEP) vs. City of Clearwater, OGC File No. 20-0100 for In-kind Project in the amount of at least \$80,388.96 and authorize the appropriate officials to execute same. (consent)"

At the end of the Agenda memo the funding statement is as follows:

"APPROPRIATION CODE AND AMOUNT:

Funding will be provided by the capital and operating codes needed to cover the cost of the in-kind project."

Based on the way we structured the Agenda item is it permissible to ask Bill to approval this purchase as long as the total is less than \$100K or does this purchase still need to go back to Council?

Thanks,

Dave



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

August 3, 2020

Mr. David Porter, P.E., Director
City of Clearwater Public Utilities
1650 N. Arcturas Ave., Building C
Clearwater, FL 33765
David.porter@myclearwater.com

Re: Approval of In-Kind Project for OGC File No. 20-0100
City of Clearwater Marshall St., East, and Northeast WRF
Facility ID Nos. FL0021857, FL0021865, FL0128937
Pinellas County

Dear Mr. Porter,

Thank you for your letter dated July 27, 2020, requesting approval for an in-kind project to install fifteen manhole-level, monitoring systems with data communication service.

Your request to perform the in-kind project is approved and the timeline extension request for completion of the in-kind project has been granted to 365 days from the date of this letter. The proposed project provides a benefit to the environment and qualifies as an in-kind project in lieu of making a cash payment of penalties.

The Department appreciates your efforts to identify and participate in an environmental enhancement project. If you have any questions, please contact Margaret Dorge at (813) 470-5703 or via e-mail at Margaret.Dorge@floridadep.gov.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Yeargan".

Mary E. Yeargan, P.G.
Director
Southwest District
Florida Department of Environmental Protection

Enclosure: In-Kind Project Proposal

ec: Kelley M. Boatwright, FDEP-SWD, Kelley.M.Boatwright@floridadep.gov
Erica Peck, FDEP-SWD, Erica.Peck@floridadep.gov
Margaret Dorge, FDEP-SWD, Margaret.Dorge@floridadep.gov
Lance Kautz, FDEP-SWD, Lance.Kautz@floridadep.gov
Jason Jennings, City of Clearwater, Jason.jennings@myclearwater.com
Michael Flanigan, City of Clearwater, michael.flanigan@myclearwater.com
Kervin St.Aimie, City of Clearwater, kervin.staimie@myclearwater.com

www.FloridaDEP.gov



City of Clearwater

Public Utilities Department, Post Office Box 4748, Clearwater, Florida 33758-4748
1650 North Arcturus Avenue, Building C, Clearwater, Florida 33765-1945
Telephone (727) 562-4960, Fax (727) 562-4961

July 27, 2020

Ms. Mary Yeargan, P.G.
Southwest District Director
Florida Department of Environmental Protection
Southwest District Office
13501 North Telecom Parkway, Suite 101
Temple Terrace, FL 33637-0926

Re: In-Kind Project Proposal
Department of Environmental Protection v. City of Clearwater
Settlement Agreement: OGC File No. 20-0100
City of Clearwater
Facility ID Numbers FL0021857, FL0128937 and FL0021865
Pinellas County

Via Email Only

Dear Ms. Yeargan:

Per the above referenced Settlement Agreement, I hereby submit our proposal to complete an in-kind penalty project in lieu of making a cash payment of \$53,592.64 in civil penalties as set forth in the Settlement Agreement. The project we are proposing will be valued at a minimum of 1.5 times the amount of the civil penalties stated above, or \$80,388.96. The exact value will be determined when the project has been finalized.

As you are aware, one of the largest challenges that a Utility faces in preventing SSOs is that there are many causes that contribute to their development. Some of these causes include storm water induced hydraulic system overload, pipeline blockages due to grease/rag/detritus formation (fatbergs), and line blockages and/or collapse due to directional drilling contractor activity. Therefore, there is no one action that can be taken to prevent or mitigate all SSOs. The location and timing of manhole overflows, and the resultant SSOs which occur, currently cannot be predicted effectively, therefore wastewater collection system operators must react to SSOs once they have occurred and been observed.

Because the of unpredictable nature of SSOs, there are few, if any, actions that a utility can take to prevent SSOs from occurring in the short-term. Long-term actions, to reduce inflow and infiltration (I/I), can be effective in controlling collection system overloads due to storm-induced hydraulic overload, but this work requires substantial time to complete.

Mark Benker, Councilmember
Kathleen Beckman, Councilmember

Frank Hibbard, Mayor



David Albritton, Councilmember
Hoyt Hamilton, Councilmember

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Therefore, to effectively reduce the number and/or severity of SSOs in the short-term requires that some way of predicting impending manhole overflows be developed; relying on citizen observations and/or staff reconnaissance to locate SSOs is not effective. If sewer line and/or manhole wastewater levels could be remotely monitored in near real-time via electronic means such that impending overflows could be reported to utility staff before a SSO begins, the utility could dispatch vacuum trucks, pumper trucks, portable pumps and collection system workers to attempt to prevent the overflow from occurring, or at a minimum, greatly reduce the quantity of wastewater released onto the street and/or into nearby water bodies. We currently do not have the tools necessary to monitor our collection system in near real-time. However, we have become aware that there are companies which offer a manhole wastewater level monitoring system designed to provide such near real-time level monitoring, alarm generation, reporting and data analysis/trend charting capabilities.

We propose to purchase approximately 15 manhole level monitor systems complete with associated telemetry equipment plus the data communications service necessary to allow our collections system staff to be able to monitor manhole wastewater level at 15 sites located at critical locations within our collections system. It is our hope that by providing our field staff this tool, it will help them in preventing, and/or reducing the severity of, SSOs in the monitored portions of our wastewater collection system going forward.

This one-year-long in-kind project will serve as a pilot trial of this relatively new technology. If the technology proves to be effective in reducing the number and/or severity of SSOs, it is our intent to continue utilizing the technology going forward and add additional units each year so long as we continue to see additional reductions in the frequency and severity of SSOs.

The first monitoring/telemetry units will be installed in manholes where we have historically experienced overflows and resultant SSOs. Once in operation, we will relocate the monitoring/telemetry units should it become apparent that alternative locations would result in greater reductions in SSOs.

I have provided this Web link (<https://smartcoversystems.com/>) where you will find basic information about one monitoring/telemetry system (Smart Cover) as an example of the technology we are proposing to implement. However, until the procurement process is complete, we cannot be certain who the vendor of the system we purchase will be; we can only state that the technology purchased will provide the capabilities of the example system. Likewise, the exact number of units purchased will be determined during the procurement process and will depend on total cost for the project. In any event, the value of the project will be at least \$80,388.96 as required by the Settlement Agreement.

Once we receive your approval of this in-kind project proposal, we will begin the process of procuring the necessary hardware and one-year long remote monitoring services. I anticipate that it will take up to four months to complete the procurement process and obtain City Council approval to execute a contract with the successful supplier. I further estimate that the physical installation of the units and the setup of the remote monitoring and notification systems may take up to six months. Therefore, I estimate that the total time required to procure, install, bring the remote monitoring system on-line,

Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Frank Hibbard, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

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Page 3

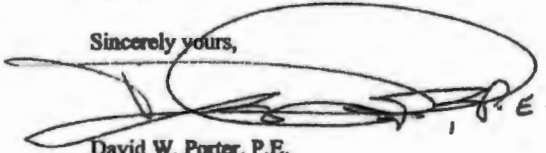
debug any issues and begin operation of the system may take 10 months or more. Therefore, we hereby request that the time allowed to complete our in-kind project, as specified in our Settlement Agreement, be extended from 180 days to 310 days.

I have attached an executed In-Kind Project Proposal Certification Form as required by our Settlement Agreement, Exhibit A.

We await your approval of this in-kind project proposal, if you have any questions or require any additional information please contact me.

Thank you for all the assistance you, your staff and the Department have provided us in helping us resolve this issue.

Sincerely yours,



David W. Porter, P.E.
Public Utilities Director
City of Clearwater, Florida

Reference: SMART Cover -- example system basic information: <https://smartcoversystems.com/>
Attachment: In-Kind Project Proposal Certification

Cc: Kelly Boatwright, FDEP via email only
Erica Peck, FDEP, via email only
Margaret Dorge, via email only
Lance Kautz, FDEP via email only
Micah Maxwell, City via email only
Jay Ravins, City via email only
Owen Kohler, City via email only
Lori Vogel, City via email only
Gardner, City via email only
Jason Jennings, City via email only
Glenn Daniel, City via email only

Mark Bunker, Councilmember
Kathleen Beckman, Councilmember

Frank Hubbard, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

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Proposal Certification Form

a. The proposal shall also include a Certification by notarized affidavit from senior management official for City of Clearwater who shall testify as follows:

My name is Brian Jay Ravins and as Finance Director for the City of Clearwater I do hereby testify under penalty of law that:

A. I am a person with management responsibilities for City of Clearwater budget and finances. During the eighteen month period prior to the effective date of Settlement Agreement OGC Case No.: 20-0100 there has not been any transfer or use of funds obtained by the City of Clearwater from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the sewer system or to any capital improvement needs of the sewer system.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 23rd day of July, 2020

by Brian Jay Ravins

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Carol A. Baaden

Printed/typed or stamped name:



Carol A. Baaden
Commission # GG 235480
Expires July 5, 2022
Suspended From Budget History Services

My Commission Expires: July 5, 2022

Commission/Serial No.: GG 235480



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

May 29, 2020

Mr. David Porter, P.E., Director
City of Clearwater Public Utilities
1650 N. Arcturas Ave., Building C
Clearwater, FL 33765
David.porter@myclearwater.com

Re: Executed Settlement Agreement OGC File No. 20-0100
City of Clearwater Marshall St., East, and Northeast WRF
Facility ID Nos. FL0021857, FL0021865, FL0128937
Pinellas County

Dear Mr. Porter,

Enclosed please find the executed Settlement Agreement OGC No. 20-0100 regarding the above referenced facilities. The effective date of the Agreement is the filing date entered by the designated Department Clerk on the signature page.

Should you have any questions, please contact Margaret Dorge at (813) 470-5703, or via e-mail: Margaret.Dorge@FloridaDEP.gov. Thank you for your cooperation.

Sincerely,

Kelley M. Boatwright for:

Mary Yeagan, PG
Director
Southwest District

MEY/md

cc: Kelley M. Boatwright, FDEP-SWD, Kelley.M.Boatwright@floridadep.gov
Erica Peck, FDEP-SWD, Erica.Peck@floridadep.gov
Margaret Dorge, FDEP-SWD, Margaret.Dorge@floridadep.gov
Lance Kautz, FDEP-SWD, Lance.Kautz@floridadep.gov
Jason Jennings, City of Clearwater, Jason.jennings@myclearwater.com
Michael Flanigan, City of Clearwater, michael.flanigan@myclearwater.com
Kervin St.Aimie, City of Clearwater, kervin.staimie@myclearwater.com
Lea Crandall, FDEP, Lea.Crandall@floridadep.gov

floridadep.gov



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecoosa Parkway #101
Temple Terrace, Florida, 33637-0926

Rita Beckett
Comptroller

Jeanette Nunez
Lt. Governor

Noah Valenstein
Secretary

March 2, 2020

Mr. David Porter, F.R., Director
City of Clearwater Public Utilities
1650 N. Arcturus Ave., Building C
Clearwater, FL 33765
David.porter@myclearwater.com

SUBJECT: Department of Environmental Protection v. City of Clearwater.
OGC File No.: 20-0100
Marshall St. WRF - FL0021857
Northeast WRF - FL0128937
East WRF - FL0021865

Mr. Porter:

The State of Florida Department of Environmental Protection ("Department") finds that City of Clearwater ("Respondent") discharged approximately 1,500 gallons of untreated wastewater to a nearby waterbody known as Clearwater Harbor on June 24, 2019; 13,050 gallons of untreated wastewater to Allen's Creek on July 25, 2019 and August 16, 2019; 7,750 gallons of untreated wastewater to the Intercoastal Waterway on August 16, 2019; 500 gallons of untreated wastewater to Stevenson Creek on August 16, 2019; and 18,000 gallons of untreated wastewater to Tampa Bay on August 16, 2019. In addition, the facility bypassed the Sand Filters at the Marshall St. WRF on August 16, 17 and 19, 2019 resulting in a discharge of approximately 3.0M gallons of partially treated wastewater to Stevenson creek. These discharges all resulted in water quality violations and are in violation of Section 403.121 (3)(b), Florida Statutes, and Rules 62-604.130(1) and 62-302.500(2)(e), Florida Administrative Code. Although there are no further actions required to correct the violation, you remain subject to civil penalties as a result of the violation. You are also responsible for costs incurred by the Department during the investigation of this matter.

The Department's Offer

Based on the violations described above, the Department is seeking \$37,600.00 in civil penalties, \$7,592.64 in economic benefit, \$8,400.00 for a history of non-compliance, and \$250.00 for costs and expenses the Department has incurred in investigating this matter, which amounts to a total of \$53,842.64.

In lieu of making cash payment of \$53,592.64 in civil penalties as set forth in the above paragraph, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$80,388.96. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by electronic mail to Lance Kautz at Lance.Kautz@FloridaDEP.gov within 15 days of the effective date of this Settlement Agreement. Notwithstanding the election to implement an in-kind project, payment of the remaining \$250.00 in costs must be paid within 30 days of the effective date of the Settlement Agreement.

If Respondent elects to implement an in-kind project, then Respondent shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

In the event that Respondent elects to off-set civil penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Agreement remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). The Department agrees that any and all PILOT (payment in lieu of taxes) made by the City of Clearwater Public Utilities Enterprise Fund to the City of Clearwater General Fund will not be considered a Prohibited Transfer and will not violate this Agreement. Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit B to this Agreement that no Prohibited Transfer has occurred. In the event of any Prohibited Transfer, the In-Kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the In-Kind project.

Respondent's Acceptance

If you wish to accept this offer and fully resolve this pending enforcement matter, please sign this Agreement and return it to the Department at 13051 North Telecom Parkway, Suite 101, Temple Terrace, FL, 33637-0926 by May 8, 2020. The Department will then countersign it and file it with a designated clerk of the Department. Once the document is filed with the designated clerk, it will constitute a final order of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, David Porter:

- (1) acknowledge and waive your right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer;
- (2) acknowledge and waive your right to an appeal pursuant to Section 120.68, F.S.; and
- (3) acknowledge that payment of the above amount does not constitute a waiver of the Department's right, if any, to recover emergency response related costs and expenses for this matter.

The Department acknowledges that your acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

Respondent's Performance

After signing and returning this document to the Department,

- (1) Upon signing this Agreement, you must implement the In-kind Project in accordance with the requirements identified in the attached Exhibit. Your failure to timely start or complete the In-kind Project, or timely provide the Department with the Final Report, will cause the In-kind Project option to be forfeited and the balance of the civil penalty shall be due within 10 days of notice from the Department.
- (2) If you elect to implement the In-kind project, payment of \$250 for costs and expenses must be paid within 30 days of the effective date of this Agreement. If you decide not to implement an In-kind Project, the Respondent shall pay the full penalty amount, including costs and expenses, of \$53,842.64 by June 8, 2020.

- (3) Make all payments required by this Agreement by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Agreement and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this agreement is final and effective filed with the Clerk of the Department before ability to make online payment is available.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

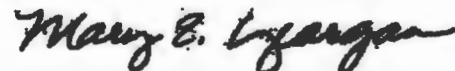
Until clerked by the Department, this Agreement is only a settlement offer and not a final agency action. Consequently, neither you nor any other party may request an administrative hearing to contest this Agreement pursuant to Chapter 120, F.S. Once this Agreement is clerked and becomes a final order of the Department, as explained above, the attached Notice of Rights will apply to parties, other than you, whose interests will be substantially affected.

Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Agreement will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

Please be aware that if you decline to respond to the Department's offer, the Department will assume that you are not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Lance Kautz at 813-470-5903 or at Lance.Kautz@FloridaDEP.gov.

Sincerely,



Mary B. Yeatman, PG
District Director
Southwest District

FOR THE RESPONDENT:

I, _____ [David Porter], HEREBY ACCEPT THE
TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.

By:

[Signature]

Date:

MAY 12, 2020

Title:

PURPLE LAMBERTS DEFLECTION
[Type or Print]

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this 29 day of May, 2020, in Hillsborough County,
Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Kelley M. Bootwright for:

Mary E. Yeargan, PG
District Director
Southwest District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department
Clerk, receipt of which is hereby acknowledged.

Vilma Diaz

May 29, 2020

Clerk

Date

Attachments:

Notice of Rights

DEP vs. City of Clearwater - Marshall St., East and Northeast WRF
OGC No. 20-0100
Page 6

Copies furnished to:
Lee Crandall, Agency Clerk
Mail Station 35

NOTICE OF RIGHTS

Persons who are not parties to this Agreement, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Agreement means that the Department's final action may be different from the position it has taken in the Agreement.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Agreement;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Agreement;
- d) A statement of when and how the petitioner received notice of the Agreement;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Agreement;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Agreement; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Agreement.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

Exhibit A

In-Kind Projects

I. Introduction

An in-kind project

a. Within 60 days of the effective date of this Settlement Agreement, Respondent shall submit, electronically or by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

Proposal Certification Form

b. The proposal shall also include a Certification by notarized affidavit from senior management official for City of Clearwater who shall testify as follows:

My name is _____ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for City of Clearwater budget and finances. During the eighteen month period prior to the effective date of Settlement Agreement QGC Case No.: 20-0100 there has not been any transfer or use of funds obtained by the City of Clearwater from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the sewer system or to any capital improvement needs of the sewer system.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Swoin to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020
by _____

Personally, known or by Production of the following Identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, electronically or by certified mail, all requested additional information, clarification, and modifications within 15 days of receipt of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines, Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all of the matters at issue and submit, electronically or by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in the Settlement Agreement, within 30 days of Department notice.

e. Within 120 days of the effective date of this Settlement Agreement, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Settlement Agreement, then Respondent shall make cash payment of the civil penalties as set forth in the Settlement Agreement, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the civil penalty listed in the Agreement, no additional penalties shall be assessed for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, electronically or by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project, Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters at issue and submit, electronically or by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the

Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the civil penalties listed in the Agreement, no additional penalties shall be assessed for failure to complete the requirements of this paragraph.

Exhibit B

Annual Certification Form

My name is _____ (print or type name of senior management official)

and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for _____ (print or type name of Respondent) budget and finances. During the twelve month period immediately preceding the notary date on this Certification, there has not been any transfer or use of funds obtained by the _____ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by

Personally, known or by Production of the following identification _____

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: _____

Commission/Serial No.: _____