



west virginia department of environmental protection

Environmental Enforcement
601 57th Street SE
Charleston, WV 25304
Telephone: (304) 926-0470 Fax: (304) 926-0488

Harold D. Ward, Cabinet Secretary
dep.wv.gov

December 8, 2023

Horus West Virginia 1, LLC
Attn: Luise Polo Gomez
110 Front Street Suite 300
Jupiter, FL 33477

CERTIFIED RETURN RECEIPT REQUESTED

9489 0090 0027 6573 8469 97

Re: Plan of Corrective Action

Dear Luise Polo Gomez:

West Virginia Department of Environmental Protection (WVDEP) has received your First Biweekly Report, dated November 23, 2023, which was submitted in regard to Order No. 10223. In previous correspondence, dated November 17, 2023, WVDEP denied Horus West Virginia 1, LLC's proposed Plan of Corrective Action (POCA), which was submitted to fulfill the requirement described in Item No. Two (2) under the Order for Compliance section of the Order. WVDEP determined that the previously submitted POCA, dated November 4, 2023, was not acceptable due to the deficiencies noted below:

- The proposed POCA did not fully address each of the violations outlined in the Findings of Fact section of Order No. 10223.
- There was no discussion of erosion and sediment control in the "Idle Areas" Section of Page Two (2). The Section included descriptions of construction activities, but no corrective measures were outlined.
- The proposed POCA did not include any provisions for proper sediment basin maintenance.
- While the proposed POCA included a commitment to final stabilization upon completion of the project, it did not include provisions for temporary seeding and mulching.
- The proposed POCA stated that outlet markers would be placed upon final completion. However, the WV/NPDES permit requires that outlet markers be in place during construction.
- Order for Compliance Item No. Two (2) requires that the POCA include provisions for proper remediation of all areas identified in Order No. 10223 where conditions not allowable were observed and documented in waters of the State, as defined in WV Legislative Rule 47CSR2 Section 3.2. In addition, Order for Compliance Item No. Two (2) requires that the POCA include provisions for submittal of a report which documents that proper remediation of the aforementioned areas has occurred. The proposed POCA, however, did not include these required provisions.

Promoting a healthy environment.

- The proposed POCA did not include a specific schedule for completion of corrective actions.

On December 4, 2023, WVDEP personnel conducted an inspection of the site. During the inspection, WVDEP personnel determined that compliance had not been achieved. Deficiencies noted during the inspection include, but are not limited to, the following:

- The installed concrete construction entrances were not the equivalent of the rock construction entrance Best Management Practice (BMP), which resulted in track-out onto the public roadway.
- The majority of the sediment trapping structures on site had been removed and converted to permanent stormwater management ponds. Other trapping structures that were not converted had been removed. However, the site remained disturbed; therefore, the trapping structures described in the approved Stormwater Pollution Prevention Plan (SWPPP) are still required to be properly installed and functioning as designed.

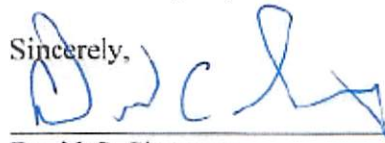
Upon review of the First Biweekly Report, WVDEP personnel determined that Horus West Virginia 1, LLC has not provided ample evidence that proper actions have been implemented at the site, and these deficiencies were reflected in the observations made by WVDEP personnel during the recent inspection.

Therefore, the requirement to submit an approvable POCA, with a detailed schedule for achieving compliance, remains outstanding. As such, within ten (10) days of receipt of this correspondence, Horus West Virginia 1, LLC shall submit a revised POCA that addresses the aforementioned deficiencies. Failure to submit an approvable POCA is a violation of the Order. The POCA shall be submitted to:

Chief Inspector
Environmental Enforcement - Mail Code #031328
WVDEP
601 57th Street SE
Charleston, WV 25304

Should you have questions regarding this matter, please contact me at (304) 926-0470.

Sincerely,



David C. Simmons
Assistant Chief Inspector

cc: Brad Wright, Chief Inspector, EE (via e-mail)
Laura McGee, Environmental Resources Program Manager, EE (via e-mail)
Cindy Blugerman, Environmental Resources Specialist, EE (via e-mail)
Amaris Elliott, Environmental Resources Associate, EE (via e-mail)
Tim Casto, Environmental Inspector Supervisor, EE/WW (via e-mail)
Keith Allison, Environmental Inspector, EE/WW (via e-mail)
Shyrel Moellendick, MSSS, EE (via e-mail)

RECEIVED

NOV 30 2023

TO: Chief Inspector
Environmental Enforcement – Mail Code #031328
WVDEP
601 57th Street SE
Charleston, WV 25304

ENVIRONMENTAL
ENFORCEMENT
CHARLESTON

FROM: HORUS WEST VIRGINIA 1, LLC
615 Crescent Executive Court Suite 130
Lake Mary, FL 32746

23 November 2023

Ref.: Second Response to Order No. 10223 issued by the director of the Division of Water and Waste Management – First Biweekly report

Dear Sir, Madam,

We refer to the Order No. 10223 issued by the director of the Division of Water and Waste Management under the authority of West Virginia State Code 22-11-12, dated October 19, 2023 (hereinafter referred to as the "Order").

We refer also to our response to the Order, dated November 3, 2023.

Continuing with our commitment and efforts to solve every issue reported in the aforementioned Order, we have prepared the first biweekly report, attached herewith as **Annex A**, providing evidence that the proper actions that are been implemented.

We will continue monitoring the actions and activities taken by the Contractor, providing subsequent reports for your reference.

Do not hesitate to contact for any further information.

Yours sincerely,

Horus West Virginia 1, LLC



Martin Parizek

ANNEX A

CONTRACTOR: 	CLIENT: 	DOCUMENT: HOR_RPT_WVR111837_02
HIGH HORIZONS PROJECT WVR111837 - Order of Compliance		REV: A1

Objective

Follow up of the report HOR_RPT_WVR111837_01

Construction entrances

Concrete permanent accesses are under construction.





Figure 1 - Section 1 access

CONTRACTOR: 	CLIENT: 	DOCUMENT: HOR_RPT_WVR11837_02
HIGH HORIZONS PROJECT WVR11837 - Order of Compliance		REV: A1



Figure 2 - Section 2 access

CONTRACTOR: 	CLIENT: 	DOCUMENT: HOR_RPT_WVR111837_02
HIGH HORIZONS PROJECT WVR111837 - Order of Compliance		REV: A1

Road cleaning

New piece of equipment on site to be used in Kabletown Rd during rainy days.



Figure 3 - Road cleaner

CONTRACTOR:		CLIENT:		DOCUMENT:	HOR_RPT_WVR11837_02
HIGH HORIZONS PROJECT WVR11837 - Order of Compliance		REV: A1			

November 22nd rain event
 Rain was expected in Charles Town, WV

Tuesday 21 November

Time	Temp	Humid	Wind	Wind Dir	Wind Spd	Wind Dir	Wind Spd	Wind Dir	Wind Spd	Wind Dir	Wind Spd
00	27	27	0	0	0	0	0	0	0	0	0
01	27	27	0	0	0	0	0	0	0	0	0
02	27	27	0	0	0	0	0	0	0	0	0
03	27	27	0	0	0	0	0	0	0	0	0
04	27	27	0	0	0	0	0	0	0	0	0
05	27	27	0	0	0	0	0	0	0	0	0
06	27	27	0	0	0	0	0	0	0	0	0
07	27	27	0	0	0	0	0	0	0	0	0
08	27	27	0	0	0	0	0	0	0	0	0
09	27	27	0	0	0	0	0	0	0	0	0
10	27	27	0	0	0	0	0	0	0	0	0
11	27	27	0	0	0	0	0	0	0	0	0
12	27	27	0	0	0	0	0	0	0	0	0
13	27	27	0	0	0	0	0	0	0	0	0
14	27	27	0	0	0	0	0	0	0	0	0
15	27	27	0	0	0	0	0	0	0	0	0
16	27	27	0	0	0	0	0	0	0	0	0
17	27	27	0	0	0	0	0	0	0	0	0
18	27	27	0	0	0	0	0	0	0	0	0
19	27	27	0	0	0	0	0	0	0	0	0
20	27	27	0	0	0	0	0	0	0	0	0
21	27	27	0	0	0	0	0	0	0	0	0
22	27	27	0	0	0	0	0	0	0	0	0
23	27	27	0	0	0	0	0	0	0	0	0
24	27	27	0	0	0	0	0	0	0	0	0
25	27	27	0	0	0	0	0	0	0	0	0
26	27	27	0	0	0	0	0	0	0	0	0
27	27	27	0	0	0	0	0	0	0	0	0
28	27	27	0	0	0	0	0	0	0	0	0
29	27	27	0	0	0	0	0	0	0	0	0
30	27	27	0	0	0	0	0	0	0	0	0
31	27	27	0	0	0	0	0	0	0	0	0

Figure 4 - Weather Forecast

CONTRACTOR: 	CLIENT: 	DOCUMENT: HOR_RPT_WVR111837_02
HIGH HORIZONS PROJECT WVR111837 - Order of Compliance		REV: A1



Figure 5 - Rainfall gauge

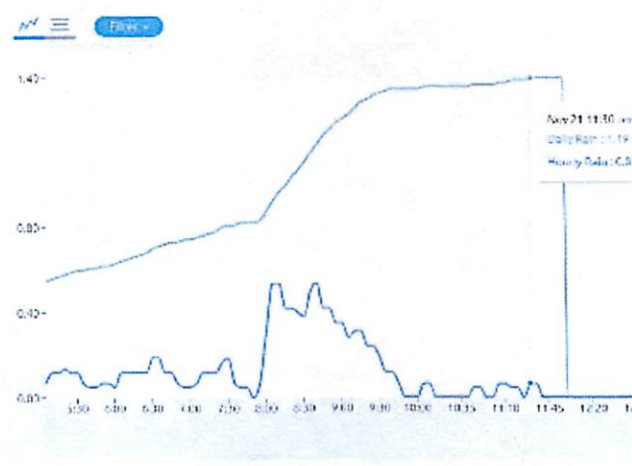




Figure 6 - Nov 21 record

CONTRACTOR: 	CLIENT: 	DOCUMENT: HOR_RPT_WVR111837_02
HIGH HORIZONS PROJECT WVR111837 - Order of Compliance		REV: A1

Pond 14

Pond 14's outlet was blocked to avoid water onto Kabletown Rd.



Figure 7 – Retained water in Pond 14

Pond 6

No dirt water has been detected onto Charles Town Rd from Pond 6.



Figure 8 - Pond 6 Outlet

CONTRACTOR: 	CLIENT: 	DOCUMENT: HOR_RPT_WVR111837_02
HIGH HORIZONS PROJECT WVR111837 - Order of Compliance		REV: A1

Appendix 1: Contains the awarded proposal for additional seeding that will be delivered to the plant shortly for further stabilization.

<p>NOTES:</p> <ul style="list-style-type: none"> • Panel area solar mix includes piedmont area custom blend solar pollinator mix at (40) LBS/AC with ryegrass cover crop at (20) LBS/AC, starter mix fertilizer at (200) LBS/AC, and fiber mulch at (500) LBS/AC. All materials will be blended as a slurry & applied homogeneously. Assumes access for large hydroseeding truck between panel arrays and includes providing labor to apply using hose while panels are turned away from application area. • No panel area mix includes client provided seeding spec consisting of blended seed mix at (95) LBS/AC, lime at (200) TN/AC, starter mix fertilizer at (200) LBS/AC, and fiber mulch at (1,500) LBS/AC. All materials will be blended as a slurry & applied homogeneously. Assumes application area is open terrain and materials may be applied from truck mounted sprayer. • Hydraulic erosion control products (HECP) are provided in the add alt section for consideration as substitutes to rolled erosion control blanket matting.
--



Blake Solar

Gransolar

E6126

Cecilia Hernández
cihernandez@gransolar.com
9/14/2023

Muller, Inc.

400 N Washington St, 3rd Floor, Falls Church, VA 22046
O: 703-560-4040 F: 571-500-4847
estimating@mullerrec.com
www.mullerrec.com

About Us

Muller Erosion & Site Services, Inc. is one of the largest and most resourceful site construction businesses in the Mid-Atlantic.
Where We Work: The entire Mid-Atlantic including DC, MD, VA, WV, PA, & DE
Who We Work For: Site Development/Heavy Highway/Infrastructure Contractors, General Contractors, Real Estate Developers, Government Agencies, Homebuilders and Property Managers
Equipment We Own: Combination Sewer Cleaners, Jet Vac trucks, Flush/Water Trucks, Hydroexcavators, CCTV equipment, Loaders & Compact Loaders, Excavators & Mini Excavators, Hydroseeders, Strawblowers, Dump Trucks, Trenchers, Street Sweepers, Dozers

EROSION CONTROL

- Super Silt Fence & Silt Fence
- Hydroseeding
- Temporary Seed & Straw/Mulching
- Slope Stabilization
- Matting/Blanket Installation
- Wash Racks & Construction Entrances
- Inlet/Outlet/Outfall

STORMWATER MAINTENANCE

- Maintenance on all Stormwater/BMPs
- Jet Vac Trucks
- Muck out Ponds
- Drainage Repairs
- Stormwater Vault & Filter Cleaning
- Pipe Cleaning
- Flush Trucks
- Completion of Maintenance Reports
- Annual Maintenance

MISCELLANEOUS SITE SERVICES

- Hydroexcavating
- Tree Protection/Safety Fence
- Jet Vac Trucks/Flush Trucks/CCTV
- Dump Trucks/Water Trucks
- Root Pruning
- Bobcat/Mini Excavator Services
- Grading & Fine Grading
- Street Sweeping

BOND RELEASE

- Wet Utility Punch Work
- Sidewalk/Curb Remove and Replace
- Sidewalk/Curb Installation
- Asphalt Patching & Asphalt Crack Hot Sealing
- Landscaping Pruning and Replacement
- Top Soil & Sod Installation

STORMWATER INSTALLATION

- Stormwater Facility/BMP Installation
- Value Engineering on All BMPs
- Underdrain Installation VDOT/MDOT/DDOT Jobs
- Storm Pipe Installation
- Pond Lining/Baffle Board/Gabion Basket
- Downspout Drainage Systems

STORMWATER INSPECTIONS & REPAIRS

- CCTV
- Pipe and Structure Patching/Forging
- Pipe Lining
- Pipe Repairs & Dig Ups
- Drainage/Washout/Sinkhole Repairs
- PE Sealed Inspection Certifications
- PE Sealed As-Built Certifications



Muller, Inc.

Erosion & Sediment Control | Hydro Excavation | Utilities
 Green Infrastructure | Site Work Packages | Bond Release
 Pipe Cleaning/Inspection/Repair | Stormwater Maintenance
 mullerinc.com | 400 N Washington St, 3rd Fl, Falls Church, VA 22046 | 703-560-4040

Muller, Inc.
 Specialized, Sustainable, Site Services.

FURNISH & INSTALL UNIT PRICE PROPOSAL

JOB NAME: Blake Solar

CLIENT: Gransolar
 PRIMARY CONTACT: Cecilia Hernández
 EMAIL: chernandez@gransolar.com
 ESTIMATE #: E6126
 LOCATION: Charles Town, WV
 PLANS DATED: Not Provided
 PROPOSAL DATE: 9/14/2023
 PREPARED BY: Jake Allison

SCOPE OF WORK

- Panel area solar mix includes piedmont area custom blend solar pollinator mix at (40) LBS/AC with ryegrass cover crop at (30) LBS/AC, starter mix fertilizer at (200) LBS/AC, and fiber mulch at (500) LBS/AC. All materials will be blended as a slurry & applied homogeneously. Assumes access for large hydrosowing truck between panel arrays and includes providing labor to apply using hose while panels are turned away from application area.
- No panel area mix includes client provided seeding spec consisting of blended seed mix at (95) LBS/AC, lime at (200) TN/AC, starter mix fertilizer at (200) LBS/AC, and fiber mulch at (1,500) LBS/AC. All materials will be blended as a slurry & applied homogeneously. Assumes application area is open land and materials may be applied from truck mounted sprayer.
- Hydraulic erosion control products (HECP) are provided in the add all section for consideration as substitutes to rolled erosion control blanket matting.

NOTES AND CLARIFICATIONS

- This is a furnish & install (unit price) proposal and not a lump sum proposal. Total price will increase if quantities increase.
- *Any increase in fuel price above and beyond baseline price of \$3.70 per gallon as referenced within eia.gov diesel (on-highway) all types lower Atlantic area within, may result in a change order from Contractor to client.
- Fuel surcharge will be billed in addition to any applicable minimum mobilization or billing total if minimum mobilization is met.
- *At any point during project, if there is an increase in any material cost in excess of "Project Material Threshold" from the date of Muller proposal, Muller, at its sole discretion, reserves the right to issue a material cost change order to client. Project Material Threshold = 3%
- * Wage rates are excluded.
- * Assumes standard working hours between 7:00am and 5:00pm Monday through Friday.
- * Assumes all work is continuous regarding minimum mobilization.
- * Seed germination and survivability rate is not guaranteed.
- * Excludes: soil inspection/testing, topsoiling/amendments, seedbed preparation, lime incorporation into the soil, straw mulch, watering, maintenance, or warranty.
- * Assumes dry form lime may be substituted for pelletized material for no panel area. Dry form lime of (75) LBS equals (1.00) TN of pelletized. Lime is excluded in panel area.
- * Muller is not responsible for structures, materials, vehicles, or similar that may get seed materials on them if left in the area during seed application.
- * Assumes a water source is available on-site and readily available within the confines of Muller's work area. Time spent traveling to a water source may be billed additional.

ITEM	#	SPECIFICATIONS/DESCRIPTION	UNIT PRICE	QUANTITY	U/M	TOTAL PRICE
BASE BID						
Seeding - Permanent	01	Panel Area Solar Mix				
Seeding - Permanent	02	No Panel Area				

MINIMUM MOBILIZATION INFORMATION | AT LEAST BE CONTINUOUS & AVAILABLE UPON ARRIVAL TO SITE

Minimum Mobilization (Non-Seeding and Non-Underdrain) for Each Time we are Scheduled to Complete Work	N/A
Seeding or Mulching Minimum Mobilization	5.00 Acres
Underdrain (UD) Minimum Mobilization	N/A

- All UD quantity (quantity = Muller min mob dollar amount divided by UD item unit price) is available for us immediately upon arrival to site. If not, Muller reserves the right to bill min mob entire dollar amount each day UD crew is scheduled to complete UD work but is unavailable upon immediate arrival to site.
- All UD install for each scheduled work day must be continuous. If not, client is subject to move fees in the amount of \$1,800.00 per on-site move (assuming move is within 1 mile). Move fee may increase if the distance exceeds 1 mile.
- The UD min mob is only applicable to UD installation and cannot be combined with other scopes of work or line item prices including EW-12s, outlet pipe, cross drain, etc.
- In situations where other scope/items are needed due to the sequence of a UD mobilization, they will be billed on a unit price basis in addition to the UD min mob fee.

ADDITIONAL ALTERNATES						
Mulch - HECP Type 2	01	[2,500] LBS/AC Terra-Matrix SMM	\$0.61	--	SY	--
Mulch - HECP Type 3	02	[3,000] LBS/AC ProMatrix EFM	\$0.76	--	SY	--
ADDITIONAL ALTERNATES TOTAL						

PROPOSAL TERMS & CONDITIONS → **OK IF NON AGAINST GRS' TREE'S**

General

- A. All "General" terms & conditions apply to all work types and sections listed below. Unless stated otherwise, proposal excludes the following:
1. Wage rate & certified payroll requirements.
 2. Changes to scope of work or quantities.
 3. Bond rate, if required, Muller is fully capable of bonding the entirety of our proposals total amount.
 4. Buy America material requirements.
 5. Warranty requirements.
 6. D.C. licensed heavy equipment operators.
 7. Work hours outside of standard hours (Monday through Friday from 7am to 5pm).
 8. Overtime, night, or weekend rates.
 9. Additional paperwork, procedures, training, bagging, security clearances, background checks, identification requirements, citizenship requirements, or any other requirements caused by government or other non-standard jobs.
 10. Attendance at any meetings or training that we are asked to attend when we are not actively on-site completing work that same day.
 11. Any and all required meetings/training above 30 minutes per day.
 12. Any and all on-site crew downtime, including waiting on traffic control to be set up.
 13. Downtime on job due to lack of access, clearing, waiting on client, or any other item that is outside of our control.
 14. Any liquidated, consequential, or any other damages or penalties related to this work.
 15. Any provisions related to the Prime or Owners contract.
 16. Any force accounting work. All Change order work to be performed at agreed upon pricing or Muller's hourly rates.
 17. Any and all permits, applications, acquisition, coordination, fees, or similar.
 18. Maintenance and removal of any erosion controls or other features.
 19. Damage or displacement caused by extreme weather or acts of God.
 20. Traffic control, pedestrian detours, dedicated flaggers, or similar.
 21. Pavement striping or marking, Temporary or permanent.
 22. Working on slopes close to or greater than 2:1.
 23. Work in snow covered or frozen ground.
 24. Work in excessively muddy or wet areas.
 25. Maintenance of storm flow, including dewatering, diversion, pump around, ground water/natural spring conflicts, or similar.
 26. Locating or damage to private or unmarked utilities.
 27. Utility conflicts, relocation, test piling, capping, abandonment, or removal. Excludes all coordination with utility companies for shut-off or continuation of utility services.
 28. Mulch/mat/stone access. Rehab of any potential access points is excluded.
 29. Demolition or replacement of features not specifically mentioned. Any sections of sidewalk, curb/gutter, or similar that are deemed in poor condition but not included as removal or replacement are excluded.
 30. Backfilling for all concrete or asphalt work.
 31. Maintenance of existing buildings or structures. Prior during or post construction. Muller shall not be held liable for any damage to existing buildings or structures.

31. Accessing or existing conduits or structures, prior, during, or post construction, Muller shall be held liable for any damage to existing conduits or structures, Subsurface or surface.
32. Mechanical, motorized, or hydraulic equipment that may be needed to remove a manhole or structure lid, door, grate, etc. to gain access.
33. All work relating to traffic control/lighting conduit, cables/detection devices, irrigation, or similar.
34. All necessary demolition or clearing of asphalt, concrete, woody debris, construction materials, or similar which interfere with Muller's work shall be completed (by others) prior to Muller's mobilization.
- B. All pricing is subject to change 30 days after proposal date.
- C. For all projects which exceed a 12-month duration past the date of this proposal, Muller reserves the right to add a minimum of 3.00% in escalation and for each subsequent year thereafter.
- D. If any if any material cost increases in excess of "Project Material Threshold" or fuel cost increases beyond "baseline price" occur from time of proposal through end of project (related to tasks needed to complete scope of work on this project), a change order may be issued from Muller to client.
- E. All minimum mobilization quantities must be continuous and immediately available upon our crew's arrival to the site.
- F. Unless noted in our proposal, all work is to be installed per field rep of client. Not per plan.
- G. All pricing assumes our trucks, equipment, and employees have access to immediate working area. We reserve the right to bill client for additional time spent transporting materials and completing work due to lack of access.
- H. Time spent relocating to other work areas and any loading and/or unloading time associated with relocation(s) may result in downtime being billed on a T&M basis.
- I. For any situations where a daily job ticket is provided by Muller to a client representative (whether by e-mail, mail, or in person), all F&I measurements and all T&M labor hours/material quantities/equipment hours provided within the daily job ticket are deemed accurate and approved. Whether the ticket is signed or not. Unless client responds in writing outlining the disagreement within 48 hours of receipt of the ticket.
- J. Muller will e-mail all project daily job tickets to client and ticket quantities/items shall be deemed 100% approved for payment per rates included within this proposal (or per Muller standard rates if previously not provided) if nothing is disputed by client within 48 hours of sent time of e-mail. The only method for client to dispute quantities on daily job tickets is by e-mailing both the Muller Project Manager and Sean Phibrick at sean.phibrick@mullerrec.com within 48 hours of time e-mail is sent by Muller.
- K. Muller bears no responsibility, liability, contractual or financial exposure for any supervision, labor, other overhead that the client, or any other party, has on-site. If work cannot be performed due to any fault of Muller of any time, no back charges of any kind to Muller shall occur and Muller shall have no liability whatsoever.
- L. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and experts, which shall include, without limitation, all fees, costs and expenses of appeals.
- M. Muller does not guarantee and will not be held liable for any schedule dates or completion dates communicated to client or client's project team for any and all services provided due to numerous variables out of Muller's hands.
- N. Client agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1.5% per month, both before and after judgement, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due if this account is passed with an attorney for collection, whether suit is filed or not. If client does not sign Muller's proposal, Muller reserves the right to add/modify terms & conditions during contract review.
- O. For all extra work that client directs Muller to complete (that is not within above referenced scope of work section), Muller will bill the client on a T&M basis unless a separate agreement is reached for additional scope of work prior to the work beginning.
- P. Client expressly agrees to submit to personal jurisdiction in VA and agrees that the forum for any litigation pursuant to this agreement or any other contract between Muller and client, whether Muller or client brings suit, shall be the County of Fairfax, Virginia. This agreement shall be governed by and construed in accordance with the laws of Virginia.
- Q. Muller shall have no obligation to begin or continue performance until adequate credit and funding information is provided on request of client.
- R. Client shall make a careful inspection at the time of delivery.
- S. Client's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material delivered and a waiver of all claims.
- T. Muller will not be liable for any damage, warranty, or remedy and back charges will not be accepted without prior written notification specifying any defect, an opportunity to view and repair, replace or otherwise cure, and approval by Muller.
- U. Client agrees that all funds owed to Client from anyone or received by Client relating to materials supplied by Muller shall be held in trust for the benefit of Muller. To the extent that sums are justly due to Muller under this Agreement, Client agrees it has no interest in Trust Funds held by anyone, to segregate and make no use of, except to promptly pay Muller.
- V. Muller to be paid monthly for work in place.
- W. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

Time and Material (T&M) Work

- A. For all T&M/rental work, unless otherwise noted, we will bill our clients two-way travel time and all equipment to be billed the entire time on-site. Whether being actively used or not. Dispatch location from Muller's yard at 9460 Hawkins Drive, Manassas, VA. Muller crews leave our yard at 5:45am. Time spent waiting upon arrival to site will be billed.
- B. For all T&M/rental work any and all downtime, including but not limited to downtime due to client direction or waiting on information to begin or continuing working shall not be deducted from any billable hours. Additionally, Muller crews may take a reasonable lunch break (30 minutes or less) and this time shall not be deducted from billable hours.

Excavation, Trenching, and Grading

- A. Excludes excavation/geotechnical testing or coordination, proof rolling, design/engineering services, shop drawings, or any guaranteed testing results.
- B. Excludes excavation of rock, roots, asphalt/concrete, debris, overly compacted earth, stiff clay, saturated soils, or similar. Unclassified excavation is excluded. Assumes all work occurs in normal working conditions and all cut is deemed clean, dry, and stackable.
- C. Proctor material requirements are excluded.
- D. Unless noted otherwise, excludes off-site export of any excavated or not-excess material. If fill material is required, assumes all material may be tipped from cut material.
- E. Undercutting is excluded. Assumes subgrade is suitable for fill & compaction.
- F. Excludes grading to specific tolerances, or subbase preparation within specific tolerances for permanent features i.e. asphalt, concrete, etc. Regardless of specifications, tolerances shall not exceed +/- 0.2".

S&I Fence and Other Fence or Perimeter Control Types

- A. All fence installation pricing assumes a mini excavator may be used and installation is continuous. Price is subject to change for non-continuous installation.
- B. Excludes hand trenching, post driving, or similar work for any fence installation.
- C. Stabilization of trench lines parallel to installation from trenching is excluded.
- D. Layout requiring trucks or equipment to traverse across site areas (currently stabilized or not) excludes regrading or stabilizing due to access requirements.

Seeding, Mulching, Sodding, and Root Pruning

- A. Seed germination and survivability rate is not guaranteed. Unless the below qualifications are met.
 - 1. Topsoil samples are test and approved by Muller prior to seeding.
 - 2. Maintenance watering is included in Muller's pricing.
 - Regardless of what is included, pricing does not guarantee a certain percentage of grass growth or establishment.
- B. Excludes: soil inspection/testing, topsoil/amenments, seedbed preparation, lime incorporation into the soil, watering, maintenance, or warranty.
- C. Straw mulch is excluded unless specifically stated. Otherwise mulching will consist of fiber mulch with tack. Seed mix will be applied as a homogeneous slurry. Separate applications are excluded.
- D. All hydrosodding and seeding/mulching until pricing assumes a minimum of (200) continuous acres (unless noted otherwise) is available per mobilization and that areas are accessible by hydroseder and strawblower. Otherwise we reserve the right to bill on a T&M basis.
- E. Muller Erosion Mix for temporary or permanent seeding assumes all seeding materials and hydraulic mulch may be mixed and applied homogenously as a slurry and through a single pass of the application area. Price is subject to change if hydraulic mulch must be applied independently. All pricing excludes straw mulch unless otherwise noted.
- F. All hydrosodding/tacking pricing assumes there is a water source available on-site. Additional fees will apply if MESS needs to travel off site for a water source.
- G. All seed and straw work completed by hand may billed on a T&M basis.
- H. For all VDOT and applicable state highway seeding: pricing assumes seed, lime, and fertilizer are all being applied as a homogenous slurry via the hydrosodding method.
- I. VDOT seeding until prices do not stand alone. All pricing assumes seed, lime, and fertilizer are applied during all mobilizations. Prices are subject to change if any mix components are removed or modified from VDOT standard application rates.
- J. For all VDOT, applicable state highway projects, or other projects requiring lime application in excess of (200) LBS/AC. Lime application assumes dry form material is an acceptable alternate to pelleted or agricultural lime. (75) LBS/AC of dry form is included for every (1.00) TN/AC specified.
- K. Muller is not responsible for structures, materials, vehicles, or similar that may get seed materials on them if left in the area during seed application.
- L. Sod installation excludes grading, topsoil work, eradication of existing vegetation, soil amendments/fertilizing, watering (other than initial), warranty, or maintenance.
- M. All root pruning shall be performed without the supervision or implementation of a certified arborist.
- N. Root pruning shall be conducted utilizing a walk behind trencher or cut wheel attachment. Spoils (if applicable) shall be left on-site & parallel to trench.
- O. Root pruning excludes topsoil backfill, spoils removal, hand pruning, wood chip/mulch mats, watering, root burlap wrapping, tree wound dressing, tunneling/boxing, trench lining, or in-so work, or similar.

Bioretenison/SWM Facility

- A. Unless otherwise noted, all bioretention/SWM facility pricing excludes:
 - 1. Excavation, export of any materials, lime grading, filling/tipping, dewatering, maintenance due to weather events, mulch/mat/stone access, rehab of potential access points, erosion controls (at any stage of construction), impervious/clay liner, geotextile liner, Nyloplast/overflow basins, concrete core drilling, double washed stone, topsoil stripping/import/ro-spread, signage, plantings/fencing, seeding/matting, concrete work, inspectors testing/as-built survey, general maintenance/warranty,

or anything not specifically mentioned as an inclusion.

- B. Assumes a sufficient stockpile area is available within 30 feet of install area, area is at proposed subgrade elevation (when excavated by others), area is at proposed final surface elevation (when excavated by Muller), area is stabilized upon mobilization, and spoils have been removed by others.
- C. Pond side slopes shall be stabilized by others.
- D. Excludes repair work to or accepting any responsibility for any damaged curb/gutter, concrete, or asphalt that may occur from construction of stormwater BMP facilities.
- E. Assumes immediate work area is accessible to on-road trucking for material deliveries.
- F. Assumes facility is being built in the correct sequence. Otherwise we cannot be held responsible for any failures or issues with facility as a result of constructing out of sequence.
- G. Assumes we are awarded all facilities within the proposal and all may be built at the same time (one mobilization for all facilities) unless otherwise specified.
- H. Pricing is only per plan view sheets and typical section provided.
- I. For all drainage pipe in retention facilities, we assume 0.5% slope is required unless otherwise noted on the retention detail provided by client.
- J. Warranty is excluded in our installation of facilities due to facilities being designed and specified by others.
- K. Regardless of whether the plans or any project related literature specifies double washed stone, pricing does not include double washed stone unless specifically referenced in proposal.

Post-Construction Stormwater Maintenance

- A. Proposal is provided for routine maintenance only. All non-routine maintenance or repairs identified through inspections or otherwise noted, are excluded and will be billed additional. Pricing excludes all materials other than what is specifically identified.
- B. Traffic control is excluded. Assumes work areas may be secured using standard cones only.
- C. When drainage issues may be present, the proposed work does not guarantee any change to drainage. Positive, negative, or static.
- D. Completion of work does not guarantee acceptance by private, local, state, or other jurisdictions/agencies.
- E. Cartridge exchanges assume existing cartridges are in acceptable condition for return shipment & acceptance by the manufacturer. Additional fees may apply if cartridges are damaged.
- F. Annual or recurring fees are not guaranteed for any specific period and are subject to change. Muller will notify client in advance of any price changes.

Underdrain and Storm Drain

A. Unless otherwise noted, all underdrain pricing excludes:

- 1. trenching into rock/asphalt/concrete/sil-cement, utility conflicts, removal of existing underdrain, all grading, raising away or re-creation of any spoils, loading spoils into trucks or loader buckets, installing cleanouts, core drilling, pouring structure connections, or repairs to any damaged (caused by others) pipe originally installed by Muller after time of installation.
- B. Line item pricing for installation excludes CCIV inspection. Separate line item pricing may be provided for CCTV inspection.
 - A. Pricing assumptions:
 - B. We have an area to stockpile stone within 25 yards of our direct work area.
 - C. Compaction will be completed with bobcat/skid steer and mini excavator without the use of a roller or plate tamper.
 - D. Area is delivered to finished grade and all trenching occurs in common earth or loose stone.
 - E. Trenching is only to be performed per dimensions specified in proposal, or by detail if no dimension is noted in proposal. All additional excavation and subsequent backfill above and beyond these trench dimensions may be charged extra.
 - F. All trenching shall follow the existing grade (as prepared by others) and be dug at a constant depth. Muller shall not be responsible for adjusting grade, smoothing or undercutting for "waves", or similar. Boring under utilities, duct banks, and similar is excluded.
 - G. Assumes stakeout or layout (via point markings by client) for any and all underdrain/drainage/pipe/structures, is provided by client. Our price does NOT include stakeout or layout. Assumes client provides all survey/stakeout, as requested by Muller. All installation areas, cleanouts, directional flow and similar shall be staked. Muller shall install per field layout and client direction. If layout is insufficient or incorrect, Muller shall not be held liable.
 - H. Assumes work sequence allows Muller to maintain a minimum of (14) LF unobstructed working width. Measured from whichever side any machines are working on. Work sequence and width shall allow Muller's machines to fully turn and dump directly into the trench.
 - I. Assumes all trenches may be dug straight on i.e. not from the sides.
 - J. Assumes all stone placement & grading for median, sidewalk, or similar applications may be accomplished using a mini excavator or skid steer. Hand raking or grading is excluded.
 - K. UD-4 pricing assumes width of excavation no more than 12" and depth of excavation no more than 12".
 - L. All outlet pipe pricing assumes width of excavation no more than 18" and depth of excavation no more than 3'.
 - M. Placing stone below pipe is excluded. Assumes a pipe may be laid directly on fabric/subgrade and stone backfilled over pipe to the top of trench.
- C. Unless otherwise specified, all UD pricing excludes any and all perging and core drilling of structures. Regardless of any specifications concerning item being installed.
- D. Minimum mobilizations associated with UD is for UD work only. Underdrain must be continuous and must be all available upon arrival of our crews to the job site.
- E. All underdrain pricing which excludes stone placement above trench i.e. trench only and without median/drainage blanket/sidewalk stone; fabric is included for trench cleanouts only.

dimensions only.

Jet/Vac, CCTV, and Hydro Excavation

- A. Unless otherwise noted, the following is excluded:
 - 1. Dump fees or off-site disposal.
 - 2. Demolition or replacement of impervious surfaces i.e. asphalt, concrete, or similar.
 - 3. Stabilization of work areas.
 - 4. Pipeline Assets and Certification Program (PACP) certified inspection/analysis and report submissions.
 - 5. Root cutting or removal of foreign debris that standard jetting may not remove i.e. concrete, asphalt, rock, etc.
 - 6. Ground water conflicts.
 - 7. Removal of any potentially hazardous materials. If known hazardous materials are on or near Muller's work area client shall notify Muller, in writing, prior to mobilization.
 - 8. Sewage vacuuming, hauling, or disposal.
- B. All T&M work shall be billed part to part. Dispatch location from Muller's yard at 9460 Hawkins Drive, Manassas, VA.
- C. For all District of Columbia work, client agrees to provide an on-site water source/meter and grant unrestricted access. Client agrees to pay all water consumption charges and fees.
- D. For all F&I and Lump Sum work, assumes a water source is available on site.
- E. It is the client's responsibility to provide a clear list of all runs and structures they want cleaned and inspected. If the exact pipe runs & structure ID's are not indicated and provided by the client, Muller cannot guarantee acceptance for any cleaning or CCTV inspection.
- F. For all CCTV Inspections, client shall provide a structure identification list and provide clear written direction of all pipe runs requiring inspection. Downtime shall be billed on a T&M basis for any F&I or Lump Sum pricing.
- G. If Muller is contracted to perform pipe jetting or cleaning but is not contracted to inspect the same pipe segments, Muller shall not be held responsible for any pass/fail designations. The same applies for vice versa situations.
- H. Combination Jet/Vac Truck and CCTV (Mainline) Includes a (2) man crew only. Unless noted otherwise.
- I. Compaction for all backfill cannot be guaranteed.
- J. Assumes direct access (within 8') to all work areas and all manhole lids are operational.
- K. F&I and Lump Sum pricing assumes single pipe entry & exits at structure locations.
- L. For all pipe 48" diameter or less, proposal assumes pipe is no more than 5% full of any debris, at any single point along the pipe run.
- M. For all pipe greater than 48" diameter, proposal assumes pipe is no more than 2% full of any debris, at any single point along the pipe run.
- N. For jetting projects, jetting is included as tight and shall not exceed (3) passes through any given run. Hose length is approximately (500) LF. Runs exceeding this distance are subject to reduced cleaning efforts by means of residual water flow only.
- O. For all structures which may be included for vacuuming/sediment removal, assumes debris material does not exceed a 12" depth at the bottom of the structure.
- P. CCTV inspection assumes pipe segments at any point during inspection do not require crack measuring in excess of (5) EA per (200) LF.
- Q. Test piling via hydro excavation shall be neat cut to the greatest extent possible. Tolerances shall not exceed 2" in any direction as excavation commences downward. If any excavation areas result in base or sidewall material falling & additional work required, downtime & materials may be billed on a T&M basis.
- R. Prior to Muller's mobilization, each test pit location shall be field marked (by others). If utilities are not uncovered at marked locations, additional charges shall be billed for each additional test pit.
- S. Unless noted otherwise, test pit depths are limited to a maximum depth of (6.00) VF. If any test pit depths exceed this depth, each additional foot may be billed a minimum amount of \$85.00 per vertical foot. This rate is subject to change on all non-private jobs or projects with wage scale requirements.
- T. When completing test pits or pot holing services, the Lump Sum fee provided includes only the number of test pits stated within proposal unless specifically stated otherwise. If one of these test pits is unable to locate the identified service, and Muller believes it is beneficial to client to locate the service, Muller reserves the right to bill client for additional test pits on a per each basis for all test pits above and beyond number included within proposal. Pricing for additional test pits to be determined by taking total lump sum fee and dividing by number of test pits proposed.
- U. For all projects which are bond release or punch work related and Muller is repairing an underground pipe or structure, the client is responsible for confirming the repair.

Muller, Inc:	Signature _____	Date: _____
Acceptance of Proposal - By signing below you are agreeing to the above prices and Muller Inc is authorized to perform the work as specified.		
Customer/Client:	Authorized Signature _____	Date: 11/22/23
Billings Information	Difonso de la Torre	
Muller Inc. 400 N Washington St, 3rd Floor, Falls Church, VA 22046 703-560-4040 www.mullerrec.com		

Billing Entity (if Applicable) _____		
Billing Address		
Street Address _____		
City, State, Zip Code _____		
Preferred Billing Method(s)		
<input type="checkbox"/> Email to Project Manager <input type="checkbox"/> Email to Accounts Payable <input type="checkbox"/> Hard Copy by Mail		
Project Manager Contact Information		
Name: _____	Phone: (_____) _____ - _____	Email: _____
Accounts Payable Contact Information		
Name: _____	Phone: (_____) _____ - _____	Email: _____
Purchase Order Number _____		
Special Conditions of Invoice _____		



December 21, 2023

Dear Environmental Enforcement:

The following is in response to your request for proof of delivery on your item with the tracking number: **9489 0090 0027 6573 8469 97**.


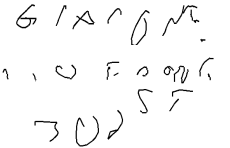
Item Details

Status: Delivered, Front Desk/Reception/Mail Room
Status Date / Time: December 18, 2023, 1:41 pm
Location: JUPITER, FL 33477
Postal Product: First-Class Mail®
Extra Services: Certified Mail™
Return Receipt Electronic

Shipment Details

Weight: 4lb, 4.6oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004