



**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT**

This Contract, entered into this 24th day of March, 2026, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Wharton-Smith, Inc. 750 Monroe Road Sanford, FL 32771, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**Ridge Manor Water Reclamation Facility & Emergency Operations Structure
ITB NO. 26-C01237/JG
Hernando County, Florida**

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Document (ITB, RFQ or RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet
 - a. Solicitation
 - b. Introduction
 - c. Definitions and Solicitation Instructions
 - d. General Conditions
 - e. Special Conditions
 - f. Scope and Specifications
 - g. Fully-executed Construction Contract
2. Attachments
 - a. Exhibit A—Construction Documents Required after Award
 - b. Exhibit B—Anti Human Trafficking Affidavit

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
 - a. Insurance Certificate.
 - b. Payment and Performance Bond.

1.02 Amending and Supplementing Contract Documents:

The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, Section titled "SPECIAL CONDITIONS," Paragraph 3.16, titled "Changes in the Work; Claims."

Major Changes (Amendments to the Contract Documents): The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by a Change Order.

Minor Adjustments or Clarifications: The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

- A. A field order;
- B. Engineer's approval of a shop drawing or sample; or
- C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

1.03 Resolving Conflicts, Errors and Discrepancies in the Contract Documents:

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, Drawings. Within the Solicitation Document, the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

1.04 The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

1.05 The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

- (1) Notice to Proceed.
- (2) Change Order(s).

1.06 The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

1.07 The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

1.08 There are no Contract Documents other than those listed in this section.

ARTICLE 2 - THE ENGINEER

- 2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Thomas Friedrich, P.E.**, for the plans and specifications. **Kerry Jones, Project Manager, or Brad Smith, Capital Program Manager** will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Days to Achieve Substantial Completion and Final Payment:

Vendor/Contractor agrees that the work will be substantially complete within **seven hundred thirty (730)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **eight hundred fifty (850)** calendar days after the date indicated on the Notice to Proceed

3.03 Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **two thousand dollars (\$2000.00)** as liquidated damages. This liquidated damages amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

- 4.01 County shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

- 4.01.1 For all work other than unit price work, a lump sum of:

Lump Sum Priced Items						
Line No.	Item No.	Description	QTY	UOM	Unit Cost	Total Cost
1	1	Mobilization/Demobilization, Environmental Protection, Maintenance of Traffic, and General Conditions (not to exceed 8% of the Base Bid)	1	LS	\$6,000,000.00	\$6,000,000.00
Construct Wastewater Reclamation Facility (WRF) Expansion						
2	2a	Influent Flow Meter Assembly	1	LS	\$360,000.00	\$360,000.00
3	2b	Headworks (including Biological Nutrient Removal (BNR) Flow-Splitter Box and Odor Control System)	1	LS	\$6,800,000.00	\$6,800,000.00
4	2c	BNR System (including supplemental Carbon Feed and Chemical Analyzers)	1	LS	\$11,489,000.00	\$11,489,000.00
5	2d	Secondary Clarifiers (including Flow Splitter Box)	1	LS	\$8,200,000.00	\$8,200,000.00

Lump Sum Priced Items						
Line No.	Item No.	Description	QTY	UOM	Unit Cost	Total Cost
6	2e	Chlorine Contact Chamber (including Parshall Flume and Flow Transponder, Chlorine Analyzers, Plant Water/Effluent Clearwell)	1	LS	\$3,100,000.00	\$3,100,000.00
7	2f	Plant Water Pump Station	1	LS	\$335,000.00	\$335,000.00
8	2g	Chlorine Storage Building (including temporary chemical feed system as part of Construction Sequencing, Chlorine Feed Pump Skids, and Dual-Containment Chlorine Storage Tanks)	1	LS	\$610,000.00	\$610,000.00
9	2h	Rapid Infiltration Basins (RIBs) (including Embankment Excavation, Filling and Grading, and Construction Sequencing)	1	LS	\$2,200,000.00	\$2,200,000.00
10	2i	Aerated Sludge Tanks (including Construction Sequencing and Existing Aerated Sludge Tank modifications)	1	LS	\$5,000,000.00	\$5,000,000.00
11	2j	Dewatering Building	1	LS	\$1,350,000.00	\$1,350,000.00
12	2k	Vacuum Truck Dump Station	1	LS	\$1,025,000.00	\$1,025,000.00
13	2l	Plant Drain Pump Station No. 1 Upgrades (including Construction Sequencing)	1	LS	\$215,000.00	\$215,000.00
14	2m	Plant Drain Pump Station No. 2	1	LS	\$200,000.00	\$200,000.00
15	2n	Yard Piping (including Plant Water Loop, Potable Water, Force Mains Drainage System and Stormwater Pond Expansion, and RIB Piping)	1	LS	\$15,150,000.00	\$15,150,000.00
16	2o	Electrical Instrumentation, and Supervisory Control and Data Acquisition (SCADA) Components (including Electrical Buildings No. 1 and No. 2)	1	LS	\$19,000,000.00	\$19,000,000.00
17	2p	Abandonment of one Background Monitoring Well and Installation of two New Monitoring Wells	1	LS	\$29,000.00	\$29,000.00
18	3	Construct Emergency Operations Structure	1	LS	\$1,850,000.00	\$1,850,000.00
Existing Site and Facility Demolition						
19	4A	Demolish and Remove Existing Influent Flow Meter Assembly	1	LS	\$12,000.00	\$12,000.00
20	4B	Demolish and Remove Existing Headworks	1	LS	\$25,000.00	\$25,000.00
21	4C	Demolish and Remove Existing Oxidation Ditch	1	LS	\$115,000.00	\$115,000.00
22	4D	Demolish and Remove Secondary Clarifiers	1	LS	\$120,000.00	\$120,000.00
23	4E	Demolish and Remove Existing Chlorine Contact Tank	1	LS	\$100,000.00	\$100,000.00
24	4F	Demolish and Remove Existing Effluent Pump Station	1	LS	\$8,000.00	\$8,000.00

Lump Sum Priced Items						
Line No.	Item No.	Description	QTY	UOM	Unit Cost	Total Cost
25	4G	Demolish and Remove Existing WRF Generator and Covered Diesel Fuel Tank	1	LS	\$22,000.00	\$22,000.00
26	4H	Demolish and Remove Existing Motor Control Center	1	LS	\$12,000.00	\$12,000.00
27	4I	Demolish and Remove Existing Chemical Storage Building	1	LS	\$32,000.00	\$32,000.00
28	4J	Demolish and Remove Existing Plant Drain Pump Station Pumps, Pump Rail System, Wet Well Piping, Valve Vault, and Controls	1	LS	\$11,000.00	\$11,000.00
29	4K	Demolish and Remove Concrete Walkways and Asphalt Pavement	1	LS	\$12,000.00	\$12,000.00
30	4L	Demolish and Remove Yard Piping Where Shown on Contract Drawings	1	LS	\$44,000.00	\$44,000.00
31	5	Perform Wildlife Survey and Florida Fish and Wildlife Conservation Commission (FWC) Permitting	1	LS	\$13,000.00	\$13,000.00
32	6	Existing Lift Station Upgrades and 12-Inch Force Main Construction	1	LS	\$158,000.00	\$158,000.00
Additive Bid Alternate						
46	A.1	Aerated Sludge Tank No. 5 (add only if selected by County)	1	LS	\$1,090,000.00	\$1,090,000.00
48	A.3.a	Construct RIB 5	1	LS	\$539,000.00	\$539,000.00
49	A.3.b	Construct Effluent Disposal Pump Station and Associated Piping	1	LS	\$659,000.00	\$659,000.00
50	A.3.c	Modify the Discharge end of the Existing 4-Stage Step-Feed BNR	1	LS	\$2,335,000.00	\$2,335,000.00
Total Of Lump Sum Priced Items			Eighty-eight million, two hundred twenty thousand dollars and zero cents			\$88,220,000.00

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B, titled "Allowances" item no. 2, titled "Cash Allowances".

- 4.01.2** For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this paragraph:

As provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

Unit Priced Items						
Line No.	Item No.	Description	QTY	UOM	Unit Cost	Total Cost
Existing Site and Facility Demolition						
33	7	Gopher Tortoise Burrows to be Excavated	98	EA	\$600.00	\$58,800.00
34	8	Gopher Tortoise Relocation Off Site	49	EA	\$3,500.00	\$171,500.00
35	9	Soil Stabilization and Finished Grading	103840	CY	\$2.50	\$259,600.00
36	10	Sodding	138940	SY	\$5.00	\$694,700.00
Asphaltic Paving						
37	11A	12-Inch Type B Stabilized Subgrade (LBR 40)	16825	SY	\$8.50	\$143,012.50
38	11B	8-Inch Limerock Base (LBR 100)	15675	SY	\$16.00	\$250,800.00
39	11C	3-Inch Type SP-12.5 Asphalt (Traffic Level C) (Two Lifts)	14515	SY	\$29.00	\$420,935.00
40	12	Concrete Sidewalk	2525	SF	\$19.00	\$47,975.00
41	13	Additional Pipe and Fittings *Estimated Quantity*	500	LB	\$75.00	\$37,500.00
42	14	Subsurface Utility Locates (Pot Holing) *Estimated Quantity*	10	EA	\$1,500.00	\$15,000.00
Allowances						
43	15	Quality Control Testing Allowance	1	EA	\$50,000.00	\$50,000.00
44	16	Record Drawings	1	EA	\$30,000.00	\$30,000.00
45	17	Temporary RIB Feed System	1	EA	\$50,000.00	\$50,000.00
Additive Bid Alternate						
47	A.2	Haul of Excess Site Fill to County Landfill (add only if selected by County)	80000	CY	\$14.00	\$1,120,000.00
Total of Unit Priced Items			Three million, two hundred nineteen thousand eight hundred twenty-two dollars			\$3,349,822.50
Total of Lump Sum and Unit Priced Items			Ninety-one million, four hundred thirty-nine thousand, eight hundred twenty-two dollars and fifty cents			\$91,569,822.50

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Section 218.735, F.S., during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as County Designated Representative may determine or County may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County Designated Representative's recommendation, including but not limited to liquidated damages.

5.03.2 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

ARTICLE 6 – INTEREST

All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce County to enter into this Contract Vendor/Contractor makes the following representations:

7.01.1 Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

7.01.2 Vendor/Contractor has visited the Site and become familiar with and is satisfied with the general, local, and Site conditions that may affect cost, progress, and performance of the work.

7.01.3 Vendor/Contractor is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.

7.01.4 Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.01.5 Vendor/Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the work as indicated in the Contract Documents.

7.01.6 Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the Site, reports and drawings

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.01.7 Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

7.01.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04 This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of ninety-one million, five hundred sixty-nine thousand, eight hundred twenty-two dollars and fifty cents (\$91,569,822.50) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

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SIGNATURES ON NEXT PAGE***

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: JERRY CAMPBELL

Title: CHAIRMAN



Attest: Douglas A. Chornvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

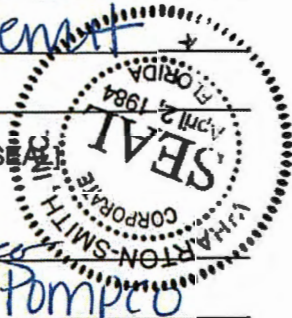
VENDOR/CONTRACTOR

Wharton-Smith, Inc.

By: Patrick J. Henry

Title: COO

[CORPORATE SEAL]



Attest: Stephanie Pompeo

Title: CEO

Address for giving notices:

4912 W La Salle St

Tampa, FL 33607

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership,
attach evidence of authority to sign.)

EMERGENCY TELEPHONE NUMBERS

PROJECT NAME:

COUNTY PROJECT NO.:

C.E.O. NO.: _____

The following are the business and home telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

	<u>BUSINESS NO.:</u>	<u>MOBILE NO.:</u>
VENDOR/CONTRACTOR'S PROJECT MANAGER	() _____	() _____
VENDOR/CONTRACTORS REPRESENTATIVE	() _____	() _____
COUNTY/PROJECT MANAGER	() _____	() _____

OTHER EMERGENCY NUMBERS

SHERIFF'S OFFICE	(352) 754-6850
FLORIDA HIGHWAY PATROL	(352) 754-6767
FLORIDA REGIONAL EMS	(352) 754-8991
BROOKSVILLE FIRE RESCUE	(352) 544-5445
EAST HERNANDO COUNTY FIRE RESCUE	(352) 540-4350
NORTHWEST HERNANDO COUNTY FIRE RESCUE	(352) 592-5618
WITHLACOOCHEE RIVER ELECTRIC	(352) 596-4000 EXT. 3145
DUKE ENERGY	(800) 700-8744
CHARTER COMMUNICATIONS (FKA: BRIGHT HOUSE CABLE)	(800) 892-0803
FLORIDA GAS TRANSMISSION	(352) 527-1898
TECO - PEOPLES GAS	(877) 832-6747
HERNANDO COUNTY UTILITIES	(352) 754-4037
HERNANDO COUNTY SCHOOL TRANSPORTATION	(352) 797-7003
HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM	(352) 754-4064 EXT. 139
DEPARTMENT OF PUBLIC WORKS	(352) 754-4060
ENGINEERING DIVISION	(352) 754-4062
FLORIDA DEPARTMENT OF TRANSPORTATION	(352) 797-5700

HERNANDO COUNTY UTILITY COORDINATION
FOR CONSTRUCTION SITES

PROJECT NAME:

COUNTY PROJECT NO.:

C.E.O. NO.: _____

"I hereby certify that the coordination of the locations, connections, and relocations, as needed of all utilities in the project limits, has occurred with the respective utility, County and/or their official representatives. This certification regards the coordination only at this time and does not reflect actual work performed. Utility verification forms are attached from each respective utility verifying coordination and stating known conflicts. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

- ☐ THERE ARE NO KNOWN UTILITY CONFLICTS AFFECTING THIS PROJECT'S CONSTRUCTION TIME AND/OR COSTS.
- ☐ THERE ARE NOTED UTILITY CONFLICTS AFFECTING THIS PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

VENDOR/CONTRACTOR INFORMATION

Signature

Date

Name and Title

Street or P. O. Box

City

State

Zip Code

Telephone: Area Code Number

Emergency Number

Traffic Sub-Contractor Telephone

Emergency Number

Hernando County Approved By:

Date

HERNANDO COUNTY UTILITY VERIFICATION
FOR CONSTRUCTION SITES

PROJECT NAME:

COUNTY PROJECT NO.:

C.E.O. NO.: _____

"I HEREBY CERTIFY THAT _____ HAS EXAMINED
(Utility Name)
THE PLANS AND CONSTRUCTION LIMITS OF THIS PROJECT. WE KNOW OF NO
CONSTRUCTION/UTILITY CONFLICTS WITH OUR FACILITIES AT THIS TIME, UNLESS NOTED
BELOW."

UTILITY COMPANY NAME

Signature

Date

Name and Title

Street or P. O. Box

City

State

Zip Code

Telephone Number: Area Code Number

Known Conflict Information

HERNANDO COUNTY MAINTENANCE OF TRAFFIC PLAN
FOR CONSTRUCTION SITES

PROJECT NAME:

COUNTY PROJECT NO.:

C.E.O. NO.: _____

"I hereby certify that the Maintenance of Traffic (MOT) Plan, as described in the attached construction plans or referenced by Florida Department of Transportation Standard Indexes, has been installed and will be maintained for this construction project. The MOT Plan reflects requirements applicable to protecting motorists and workers around the construction area. The MOT Plan shall be utilized, as applicable, by all Vendor/Contractors on the project. The MOT Plan provides compliance with approved Hernando County and State of Florida MOT Standards. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

UTILITY COMPANY NAME

Signature

Date

Name and Title

Street or P.O. Box

City

State

Zip Code

Telephone Number: Area Code Number

Known Conflict Information

STORM WATER POLLUTION PREVENTION PLAN
FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES

PROJECT NAME:

COUNTY PROJECT NO.:

C.E.O. NO.: _____

"I hereby certify that the Storm Water Pollution Prevention Plan has been received by the undersigned for the construction site described in the Construction Plans. The Storm Water Pollution Prevention Plan reflects requirements applicable to protecting surface water resources in sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State or local officials. The Storm Water Pollution Prevention Plan provides compliance with approved issued permits, erosion and sediment control plans and storm water management plans. I certify, under penalty of law, that the Storm Water Pollution Prevention Plan will be installed and maintained, until all construction activities are complete.

Company Name

Signature

Date

Name and Title

Street or P.O. Box

City

State

Zip Code

Telephone: Area Code Number

UTILITY CONTACT LIST

PROJECT NAME:

COUNTY PROJECT NO.:

C.E.O. NO.: _____

The following are the contact names and business telephone numbers of utility representatives with infrastructure specifically located in the project limits. Additionally, the telephone numbers of various utilities in Hernando County and other vital agencies are listed:

<u>UTILITY NAME</u>	<u>REPRESENTATIVE</u>	<u>PHONE NUMBER</u>
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COUNTY UTILITY NUMBERS

WITHLACOOCHEE RIVER ELECTRIC	(352) 596-4000 EXT. 3145
DUKE ENERGY	(800) 700-8744
CHARTER COMMUNICATIONS	
(FKA: BRIGHT HOUSE CABLE)	(800) 892-0803
FLORIDA GAS TRANSMISSION	(352) 527-1898
TECO - PEOPLES GAS	(877) 832-6747
HERNANDO COUNTY UTILITIES	(352) 754-4037

OTHER VITAL NUMBERS

SHERIFF'S OFFICE	(352) 754-6850
FLORIDA HIGHWAY PATROL	(352) 754-6767
FLORIDA REGIONAL EMS	(352) 754-8991
BROOKSVILLE FIRE RESCUE	(352) 544-5445
EAST HERNANDO COUNTY FIRE RESCUE	(352) 540-4350
NORTHWEST HERNANDO COUNTY FIRE RESCUE	(352) 592-5618
HERNANDO COUNTY SCHOOL TRANSPORTATION	(352) 797-7003
HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM	(352) 754-4064 EXT. 139
DEPARTMENT OF PUBLIC WORKS	(352) 754-4060
ENGINEERING DIVISION	(352) 754-4062
FLORIDA DEPARTMENT OF TRANSPORTATION	(352) 797-5700

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the “Governmental Entity”).

1. My name is Timothy S. Smith, President/CEO and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Wharton-Smith, Inc., a non-governmental entity (the “Nongovernmental Entity”). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion for labor or services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

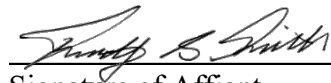
Under penalties of perjury, I Timothy S. Smith, President/CEO, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Wharton-Smith, Inc.
Name of Nongovernmental Entity

Timothy S. Smith
Printed Name of Affiant

President/CEO
Title of Affiant


Signature of Affiant
Timothy S. Smith, President/CEO

January 21, 2026
Date

RIDGE MANOR WATER RECLAMATION FACILITY EXPANSION & EMERGENCY OPERATIONS STRUCTURE

26-C01237/JG

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



County of Hernando
Ridge Manor Water Reclamation Facility Expansion & Emergency
Operations Structure

I.	SOLICITATION
II.	INTRODUCTION.....
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V.	GENERAL CONDITIONS.....
VI.	SPECIAL CONDITIONS.....
VII.	SCOPE AND SPECIFICATIONS.....
VIII.	PRICING PROPOSAL.....
IX.	VENDOR QUESTIONNAIRE

Attachments:

A - Ridge-Manor-WRF& EOS Bid-Specs_2025-10-29

B - Ridge Manor WRF EOS Bid Drawings V2

C - Ridge Manor_S&S Geotech Report_2025-08-26

D - Ridge Manor WTP Biotic Report 11-04-2024

E - FLA 012031 Ridge Manor

F - RidgeManor_LandApp_FINAL_72525_signed

G - STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE PLAN
07.08.2025

H - Construction_Documents_required_after_Award

I - Sample_Construction_Contract

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF PROCUREMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 a.m., LOCAL TIME ON Monday, January 12, 2026. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ AT 15470 FLIGHT PATH DRIVE BROOKSVILLE, FL 34604 IN THE ADMINISTRATIVE CONFERENCE ROOM AT 10:00 a.m. ON Monday, January 12, 2026. PURSUANT TO FS 119.071 SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

Procurement Contact Information:

Joe Goulart, Contracting Agent II

(352) 754-4020

jgoulart@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting Bids for:

ITB NO. 26-C01237/JG

FOR

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

Hernando County Board of County Commissioners is soliciting Vendor/Contractors with a General Contractor's license active in construction of concrete tankage and installation of equipment, yard piping, sitework, electrical and instrumentation, new buildings, and generators for new construction of the project.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, January 12, 2026, via Hernando County Procurement Department's [eProcurement Portal](#). Only electronic submittals through the [eProcurement Portal](#) shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

Bid offers shall be accompanied by either a Bid Bond, Certified Check, Cashier's Check, or Official Bank Check in the dollar amount representing not less than five percent (5%) of the total amount bid as a guarantee to enter into a contract and furnish a contract performance and payment bond in the amount of one hundred percent (100%) of the total bid price within fifteen (15) calendar days from the date of notification of the award.

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent and the County will be initiated by the appropriate County official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

The Procurement Department will post addenda on [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the County's portal to ensure that they are aware of all Addenda issued relative to this Solicitation.

Pursuant to Florida Statutes 119.071 sealed bids, proposals or replies received by an agency pursuant to a competitive Solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this Solicitation before submission of your response. Your method of contact for this solicitation is the Q&A Tab in the County's [eProcurement Portal](#).

2.2. [NON-MANDATORY Pre-Bid Conference](#)

A NON-MANDATORY Pre-Bid Conference will be held

Wednesday, December 17, 2025,

at 10:00 a.m.,

at the

Hernando County Utilities, 15365 Cortez Blvd Brooksville, FL 34613.

Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Utilities

15365 Cortez Blvd.

Brooksville, FL 34613

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

DEFINITION OF TERMS Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

- A. **ADDENDA:** Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.
- B. **AGREEMENT:** The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the work.
- C. **APPLICATION FOR PAYMENT:** The form acceptable to Engineer which is to be used by Vendor/Contractor during the course of the work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- D. **BID:** The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- E. **BID BOND/GUARANTEE:** The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.
- F. **BID DOCUMENTS:** The bidding requirements and the proposed Contract Documents, including all addenda.
- G. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this Solicitation.
- H. **CHANGE ORDER:** A document recommended by Engineer which is signed by Vendor/Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or the contract times, issued on or after the Effective Date of the Agreement.
- I. **CONSTRUCTION ADMINISTRATOR:** Kerry Jones, shall act as the "Construction Administrator" for the work relative to the acceptance and approval of Applications for Payment pursuant to the provisions of the Florida Prompt Payment Act, section 218.735, F.S.
- J. **CONTRACT DOCUMENTS:** The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other incorporated or referenced documents) whether attached thereto or not.
- K. **CONTRACT PRICE:** The moneys payable by Owner to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.

- L. **CONTRACT TIMES:** The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The contract times will commence on the date indicated in the Notice to Proceed.
- M. **CONTRACT WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.
- N. **CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
- O. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- P. **ENGINEER:** Under Contract to the Owner, the Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean Thomas Friedrich, P.E. of Jones Edmunds and Associates,, for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.
- Q. **FDEP:** Florida Department of Environmental Protection
- R. **FDOT:** Florida Department of Transportation.
- S. **FIELD ORDER:** A written order issued by Engineer which requires minor changes in the work but which does not involve a change in the contract price or the contract times.
- T. **F.S.:** Florida Statutes version in effect on the effective date of the contract, unless otherwise indicated.
- U. **ISSUING OFFICE:** The office from which the bid documents are to be issued and where the bidding procedures are to be administered. Specifically - Hernando County, Procurement Department, 15470 Flight Path Drive, Brooksville, Florida 34604.
- V. **MUTCD:** Manual on Uniform Traffic Control Devices <https://mutcd.fhwa.dot.gov>
- W. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM:** NPDES
- X. **NOTICE-WRITTEN:** Notice shall be served upon the Vendor/Contractor either personally or by leaving the said notice at his residence or with his Agent in charge of the work, or addressed to the Vendor/Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.
- Y. **MOT:** Maintenance of Traffic.
- Z. **NOTICE OF AWARD:** The written notice by Owner to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

AA. NOTICE OF INTENT: NOI

BB. NOTICE TO PROCEED: A written notice given by Owner to Vendor/Contractor fixing the date on which the contract times will commence to run and on which Vendor/Contractor shall start to perform the work under the Contract Documents. A Notice to Proceed may be given at any time after the effective date of the Agreement.

CC. OCCUPATIONAL SAFETY AND HEALTH ACT: OSHA.

DD. OWNER: Hernando County Board of County Commissioners (County).

EE. OWNER DESIGNATED REPRESENTATIVE: The Owner Designated Representative will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner Designated Representative in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the contract documents. Kerry Jones and/or Brad Smith, shall act as the Owner Designated Representative for the work relative to this contract.

FF. PAYMENT AND PERFORMANCE BONDS: The approved forms of security furnished by the Vendor/Contractor and his surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the contract and to pay all obligations associated with the project.

GG. PROJECT BUDGET/ESTIMATE: The project budget and/or estimate is the amount of funds the county has projected for this solicitation. The County estimates this solicitation to fall within the following dollar Threshold F. **Note: This is only an estimate and should not be the basis to determine the Vendor/Contractor bid submission amount.**

1. Threshold A: less than \$199,999.99
2. Threshold B: \$200,000- \$1,000,000
3. Threshold C: \$1,000,000.01- \$5,000,000
4. Threshold D: \$5,000,000.01 - \$15,000,000
5. Threshold E: \$15,000,000.01 - \$25,000,000
6. Threshold F: greater than or equal to \$25,000,000.01

HH. PROFESSIONAL: The professional independent **Architectural/Engineering firm** designated to be the Engineer of Record (per Florida Administrative Code). Any references to the Engineer or the Professional shall be deemed to mean Thomas Friedrich, P.E. of Jones Edmunds and Associates, and its designee for the plans and specifications referenced in these Contract Documents.

II. PROJECT MANAGER: The duly authorized representative of the County during the construction period. The Project Manager of record for this Solicitation is: Kerry Jones.

- JJ. **SCOPE OF WORK:** All materials, labor and equipment in order to accomplish the Project, as described in the specifications and construction plans showing the proposed improvements. The Vendor/Contractor shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.
- KK. **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Vendor/Contractor, a subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.
- LL. **SITE:** Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Vendor/Contractor. The site or location for the work to be performed in this Contract will be 5095 Kettering Rd Brooksville, FL 34602.
- MM. **SUBCONTRACTOR:** Any person, firm or corporation other than employees of the Vendor/Contractor who or which contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.
- NN. **SURETY:** Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.
- OO. **VENDOR/CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
- PP. **WORK:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

4.2. AVAILABILITY OF BIDDING DOCUMENTS:

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting Hernando County's [eProcurement Portal](#). For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's [eProcurement Portal](#) Q&A Tab.

4.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

- A. Interested firms are required to register via the County's [eProcurement Portal](#) . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.
- B. Submit Bids via the Hernando County's [eProcurement Portal](#). The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.
1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
 2. The County will not honor any explanation or change in the bid documents unless a written addendum authorizing such change has been issued.
 3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
 4. All bids must be firm for a period of one hundred twenty (120) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
 5. No material, labor, or facilities will be furnished by the County unless specifically stated.
 6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
 7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

8. Communications: All technical, scope, and/or project related questions shall be submitted through the project [Q&A Tab](#) before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. [BID OPENING](#)

Bids received after the date and time disclosed in this Solicitation will not be accepted. Bids will be opened immediately after this date and time, and will remain binding upon the Bidder for a period of one hundred twenty (120) days thereafter. Pursuant to sec. Florida Statutes 119.071 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

4.5. [SITE VISIT](#)

Bidder may request access the site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a bid by contacting the Procurement Department via the County's [eProcurement Portal Q&A tab](#), if no mandatory site visit is scheduled. All questions after the site visit shall be submitted to the Procurement Department in writing via the County's [eProcurement Portal Q&A tab](#). The Procurement Department will coordinate a site visit between the Bidder and the Project Manager for this project. Bidder agrees to restore the site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates while accessing the site.

4.6. [BIDDER'S RESPONSIBILITIES](#)

It is the responsibility of each Bidder before submitting a bid to:

- A. Read and completely understand the requirements and the specifications of the items bid.
- B. Use complete sets of bid documents in preparing bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.
- C. Examine and carefully study the bid documents, other related data identified in the bid documents, and any Addenda.
- D. Make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations, and all solicitation instruction to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis of varying the

requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

- E. Request access to the site to become familiar with general, local, and site conditions that may affect cost, progress, and performance of the work.
- F. Become familiar with all Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.
- G. Obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bid documents, and safety precautions and programs incident thereto.
- H. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.
- I. Become aware of the general nature of the work to be performed by Owner and others at the site that relates to the work as indicated in the bid documents.
- J. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the bid documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bid documents.
- K. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the bid documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
- L. Determine that the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.
- M. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for one hundred twenty (120) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- N. Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

4.7. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

- A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's [County's eProcurement Portal Q&A Tab](#), prior to the date set for submittal and opening of the bids.
- B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's [eProcurement Portal Q&A tab](#). Oral answers will not be authoritative.
- C. It will be the responsibility of the Bidder to visit <https://secure.procurenow.com/portal/hermandocounty> to insure they are aware of all addenda issued for this solicitation.
- D. Questions will only be accepted through the period specified Monday, December 22, 2025, 5:00 pm.
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.8. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

4.9. WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the Monday, January 12, 2026, 10:00 am via the County's [eProcurement Portal](#). Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. No Bidder may withdraw their bid after the scheduled opening time for receipt of bids.

4.10. BID PROTESTS

Any Bidder who protests the Bid Specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with the Hernando County Procurement Manual, Section 22, which can be found at

<https://www.hernandocounty.us/home/showpublisheddocument/10509/638893844081930000>.

Failure to timely file such documents will constitute a waiver of proceedings. Failure to file a protest within the time prescribed by, or failure to post the bond or other security in strict accordance with, the Hernando County Procurement Manual, Section 22, shall constitute a waiver of protest proceedings.

4.11. QUALIFICATION OF BIDDERS

- A. The Vendor/Contractor shall have previous experience in the type of construction work specified herein, and experience in the installation of the materials to be provided for the project specified herein.
- B. The Vendor/Contractor and/or subcontractors shall be an appropriately licensed Contractor in the State of Florida at the time of the bid and must have successfully completed a minimum of two (2) projects of similar size and complexity in the past seven (7) years. These requirements are in addition to the requirements in Section entitled, "Reference Documents" below.
- C. The Vendor/Contractor's Project Superintendent must have a minimum of three (3) years' experience as Project Superintendent and must have directed at least two (2) previous projects of similar size and complexity. These requirements are in addition to the requirements in Section entitled, "Reference Documents."
- D. Bidders shall submit evidence of this experience on the forms provided in the bid documents, along with the accompanying information requested below:
 - 1. Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, contract value and completion date.
 - 2. Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.
 - 3. Identification of firms comprising the Vendor/Contractor's team on the Construction Contractor Qualification Submittal Package attached to Vendor Questionnaire.
 - 4. Resumes of the Vendor/Contractor's Project Superintendent documenting the experience required for these individuals.
- E. **Failure to submit this information may be basis for rejection of the bid.**

4.12. QUALIFICATION OF SUBCONTRACTORS, MATERIAL VENDOR, SUPPLIERS, AND OTHERS:

- A. The Vendor/Contractor will, within ten (10) days after execution of the Agreement, submit to the County through the Owner Designated Representative for acceptance a list of the names of subcontractors and such other persons and organizations proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. The Owner Designated Representative will notify the Vendor/Contractor in writing if the Owner Designated Representative, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner Designated Representative to make objections to any subcontractor, person or organization on the list shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or

organization shall not constitute a waiver of any right of the County to reject defective work, material or equipment, or work material or equipment not in conformance with the requirements of the Contract Documents.

- B. If the apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the bid security of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which the County and Owner Designated Representative makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the County and Owner Designated Representative subject to revocation of such acceptance after the effective date of the Agreement.
- C. Vendor/Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Vendor/Contractor has reasonable objection.
- D. The Vendor/Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

4.13. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE:

- A. Subsurface and Physical Conditions:
 - 1. The Technical Specifications will identify:
 - a. Any reports of explorations and tests of subsurface conditions at or contiguous to the site that Engineer has used in preparing the bid documents.
 - b. Any drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the bid documents.
 - 2. Copies of any reports and drawings referenced in the solicitation documents will be made available by Owner to any Bidder via the County's [eProcurement Portal](#). Bidder is responsible for any interpretation or conclusion Bidder draws from any technical data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- B. Underground Facilities:
 - 1. Information and data shown or indicated in the bid documents with respect to existing underground facilities at or contiguous to the site is based upon information and data

furnished to Owner and Engineer by owners of such underground facilities, including Owner, or others.

C. Hazardous Environmental Condition:

1. The Technical Specifications identify any reports and drawings relating to a hazardous environmental condition identified at the site that Engineer has used in preparing the bid documents.

4.14. BID GUARANTEE/BID BOND:

- A. Each bid must be accompanied by a Certified Check, Cashier's Check, Official Bank Check or Bid Bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of bid, as guarantee that the Bidder will within fifteen (15) consecutive calendar days after award, enter into a written contract with the County for the performance of the work as awarded.
- B. **Any submitted Bid Bond must be submitted to the County.**
- C. Any submitted checks shall be drawn on a solvent bank or trust company to the order the Hernando County Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law.
- D. Surety of Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks are not acceptable to Hernando County.
- E. The County will, within ten (10) days after the Notice of Intent to Award, return the deposit of all Bidders except those posted by the three (3) lowest acceptable Bidders, whose deposit will be returned upon the final award and execution of the Contract between the successful Bidder and County, and after a satisfactory Performance Bond and Payment Bond have been executed.
- F. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.
- G. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may withdraw the Notice of Award and the Bid Bond of that Bidder will be forfeited. The Bid Bond of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the effective date of the Agreement or sixty-one (61) days after the bid opening, whereupon Bid Bonds furnished by such Bidders will be returned.

- H. Bid Bonds of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within thirty (30) days after the Bid opening.
- I. Bidders desiring their original Bid Bonds returned shall enclose a self-addressed stamped envelope with their bids marked "Bid Bond" in the lower left corner.

4.15. PERFORMANCE AND PAYMENT BOND:

- A. Performance and Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such contract. When applicable, the performance and payment bond form will be included in the contract documents and said form must be properly executed by the surety company and successful Bidder within fifteen (15) calendar days after notification by the County of the County's intent to award the contract.
- B. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a contract, the successful Bidder refuses or otherwise neglects to execute the required written contract or fails to furnish the required performance and payment bond, the amount of the Bidder's bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.
- C. The surety company must provide an Increase Rider to the Performance and Payment Bond or execute the Consent of Surety and Increase of Penalty form provided by the County if the contract is increased by change order.

4.16. FOREIGN COUNTRIES OF CONCERN:

Pursuant to Section 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Bidders/Proposers must provide a response to the section titled VENDOR QUESTIONNAIRE; Foreign Countries of Concern included in this solicitation.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a) (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

5. GENERAL CONDITIONS

5.1. CONTRACT DOCUMENTS

The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are used merely for convenience purposes):

Solicitation

Introduction

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

Attachments

Exhibit A--Ridge-Manor-WRF_Bid-Specs_2025-10-29

Exhibit B--Ridge Manor WRF EOS Bid Docs V2

Exhibit C--Ridge Manor_S&S Geotech Report_2025-08-26

Exhibit D--Ridge Manor WTP Biotic Report 11-04-2024

Exhibit E--FLA 012031 Ridge Manor

Exhibit F--RidgeManor_LandApp_FINAL_72525_signed

Exhibit G--STORMWATER MANAGEMENT FACILITY OPERATION AND MAINTENANCE PLAN 07.08.2025

Exhibit H--Construction_Documents_required_after_Award

Exhibit I--Sample_Construction_Contract

- A. All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.
- B. Amending and Supplementing Contract Documents:
 1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.
 2. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:
 - a. A field order;
 - b. Engineer's approval of a shop drawing or sample; or

- c. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.
- 3. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.
- 4. The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.
- C. All provisions required by law to be inserted in this Contract, whether actually inserted or not.
- D. Exhibits to this Agreement (as follows):
 - 1. Vendor/Contractor's Pricing Proposal (Bid).
 - 2. Documentation submitted by Vendor/Contractor after the Notice of Award:
 - a. Insurance Certificate.
 - b. Payment and Performance Bond.
 - 3. The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Order(s).
- E. The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).
- F. There are no Contract Documents other than those listed in this paragraph.
- G. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

- A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this Solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.
- D. Bidders shall submit a lump sum bid based on unit price line item components as indicated on the Bid Form, and include a separate price for each alternate described in the bid documents and provided for in the Bid Form. The sum of each unit price line item will be the Total Base Bid. The price for each alternate will be the amount added to or deducted from the Total Base Bid if the County selects the alternate.
- E. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- F. Bidder must submit all Required Forms and Certifications. Failure to submit these forms may render the bid non-responsive.

5.3. HOURS

All work is to be performed during regular working hours, 7:30am - 4:30pm; Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least two (2) days in advance. Vendor/Contractor should provide five (5) days' notice when scheduling a County employee to be available outside the normal work hours.

5.4. REJECTION OF BID:

The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Solicitation, may be rejected at the option of the County. A Bidder shall not be qualified to bid when an investigation by the Chief Procurement Officer reveals that the Bidder is delinquent on a previously awarded contract or in litigation with Hernando County regarding a previously awarded contract.

5.5. MINOR INFORMALITIES AND IRREGULARITIES:

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

5.6. NON-EXCLUSIVE CONTRACT:

Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

5.7. NON-PERFORMANCE:

- A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- B. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract.

5.8. ASSIGNMENT

The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

5.9. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

5.10. LICENSES AND PERMITS:

- A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this contractual service, unless otherwise stated in the Contract Documents. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee. Failure to have and/or furnish the required licenses or permits may be cause for rejection.
- B. The Vendor/Contractor is hereby notified that a list of fees for construction related County certified licenses and County issued permits can be located at:
<https://www.hernandocounty.us/departments/departments-a-e/building-division/contractors>
- C. The following permits are necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine whether additional permits are required. Vendor/Contractor and/or subcontractors shall obtain and pay for required permits. Notice to Proceed will not be issued until the permits are provided to the Project Manager.
 - 1. NPDES-NOI Permit - The NPDES-FDEP legislation and permit information can be found on this site: <https://floridadep.gov/water/stormwater>
 - 2. FWC Gopher Tortoise Conservation and Relocation Permit
 - 3. FDOT Right of Way Permit
 - 4. Hernando County Building Permit
- D. Vendor/Contractor and/or subcontractors shall be responsible for complying with all State of Florida and Hernando County license requirements prior to bidding on County projects and shall submit proof of licenses with the Bid. All licenses shall be in the Bidder's name or the key subcontractor's name, as listed in Questionnaire. Failure to submit proof of the required licenses shall deem the Bidder non-responsive. The following is a non-exhaustive list of the licenses necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine if additional licenses are necessary.
 - 1. General Contractors License
 - 2. Underground Utilities and Excavation License
 - 3. Electrical Contractors License

- E. Vendor/Contractors and/or subcontractors who are not properly licensed and/or do not furnish proof thereof with their bid, may be deemed non-responsive and may be rejected.
- F. Owner shall assist Vendor/Contractor, when necessary, in obtaining such permits and licenses. Vendor/Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of bids. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

5.11. LAWS, REGULATIONS, PERMITS AND TAXES:

- A. All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written
- B. Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal excise taxes and all sales taxes.
- C. Vendor/Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Vendor/Contractor's compliance with any laws or regulations.
- D. If Vendor/Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Vendor/Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work. However, it shall not be Vendor/Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with laws and regulations, but this shall not relieve Vendor/Contractor of Vendor/Contractor's obligations of reporting discrepancies.
- E. Changes in laws or regulations not known at the time of opening of bids having an effect on the cost or time of performance of the work shall be the subject of an adjustment in contract price or contract times. If Owner and Vendor/Contractor are unable to agree on entitlement to or on

the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in the Contract Documents.

5.12. SITE AND OTHER AREAS

The site is identified in the Bid documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bid documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Vendor/Contractor.

5.13. TAXES

- A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
 - 1. **Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**
- B. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractors who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. and applicable rules of the Department of Revenue).
- C. State sales tax and use taxes on materials and equipment are to be incorporated in the price bid.
- D. Vendor/Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor/Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

5.14. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as an equivalent prior to the Solicitation Question Submission Deadline, for review and approval by Hernando County subject to the following provisions:

- A. The Vendor/Contractor shall submit for each proposed equivalent sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer of Record to determine if the proposed equivalent is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

- B. The Vendor/Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed equivalent is equal.
- C. A list of installations where the proposed equivalent is used. Such listing shall cover a minimum of the previous three (3) years and will furnish project names and contact phone numbers.
- D. Where the acceptance of an equivalent requires excessive review by the Engineer of Record, revision or redesign of any part of the work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Vendor/Contractor's expense.
- E. The Engineer of Record and Hernando County will have sole discretion to accept or deny any proposed equivalent.
- F. Acceptance of any proposed equivalent shall in no way release the Vendor/Contractor from any of the provisions of the Contract Documents.
- G. Hernando County may require, at Vendor/Contractor's expense, a special performance guarantee or other surety with respect to any equivalent.
- H. Bids which do not comply with these requirements are subject to rejection.

5.15. BID EVALUATION AND AWARD:

- A. The County requires that, at the time of submitting its bid response, the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Bid responses that fail to provide the required forms listed in [Vendor Questionnaire](#) may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsive. The County reserves the right to determine which responses meet the requirements of this Solicitation, and which Bidders are responsive and responsible. The County reserves the right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.
- B. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.

- C. The County intends to award this Contract to the lowest, responsive and responsible Bidder or Bidders. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- D. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility.
- E. Nothing contained herein shall place a duty upon the Hernando County Board of County Commissioners to reject bids or award a contract based upon anything other than its sole discretion as described herein.
- F. Bidders are not permitted to submit more than one (1) bid for this project. Reasonable grounds for believing that any Bidder has an interest in more than one (1) bid for this project may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.
- G. Owner will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- H. Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted.
- I. The County reserves the right to investigate the competency and financial ability of any Bidder, proposed subcontractors, suppliers, or individuals that will perform the work; and, if after investigation, the evidence of competency or financial ability is not satisfactory, the County reserves the right to reject the bid.
- J. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.
- K. Bidders/Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County or the County's Board will not request documentation of or consider a Bidder's/Proposer's social, political, or ideological interests when determining if the Bidder/Proposer is responsible and may not give preference to a Bidder/Proposer based on the Bidder's/Proposer's social, political, or ideological interests.
- L. If the County intends to reject all bids based on price the County may, before posting a notice of intent to reject all bids, provide to the lowest responsive, responsible bidder the opportunity to negotiate the scope of work with a corresponding reduction in

price. Upon reaching a decision regarding the lowest bidder's reduced bid, the County will post notice of final agency action to either reject all bids or accept the reduced bid. This subsection does not prohibit the filing of a protest by any bidder or alter the deadlines provided for filing a protest. Upon receipt of a formal written protest that is timely filed, the County may continue the process provided in this subsection but may not take final agency action as to the lowest bidder except as part of the County's final agency action in the protest or upon dismissal of the protest by the protesting party.

5.16. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
 - 1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the procurement policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$50,000.00.
- C. Definitions:
 - 1. Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the Solicitation fully complies with the local vendor eligibility identified in Paragraph 2 below.
 - 2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

- a. A physical business and location address;
 - b. Proof of payment of real property tax due to Hernando County
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - d. Any additional information necessary to verify local status.
- D. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.
- E. Exemptions:
1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
 2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Procurement Policy.
 4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
 5. Purchases with an estimated cost of less than \$10,000.00 or less.
- F. Appeal: If an application for a "Local Vendor/Contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.17. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing bid guaranty bonds, or 100% Performance/Payment Bonds, called for in these Contract Documents, shall meet and comply with the following minimum standards:

- A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- B. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).

- C. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- D. Agents of surety companies must list their name, address and telephone number on all bonds.
- E. If the surety on any bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another bond and surety, both of which must be acceptable to the County.

5.18. LITIGATION/WAIVER OF JURY TRIAL

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

5.19. MAINTENANCE OF RECORDS

The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this Contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604.

Per sec. Florida Statute 20.055(5), it is the duty of every State officer, employee, agency, special district, board, commission, Contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.20. FISCAL NON-FUNDING:

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5.21. CONFLICT OF INTEREST

- A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.
- B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
 2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.22. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefor, shall not accept any gratuities.
- B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a contract to the prime Vendor/Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

5.23. E-VERIFY

- A. Vendor/Contractor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your bid/proposal,

Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- B. A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Procurement Department at (352) 754-4020: and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE.
- D. In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security Numbers of the current workforce.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.

6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

5.24. INSURANCE REQUIREMENTS

A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
 - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.
- B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.
 1. Workers' Compensation: As required by law:
 - a. State.....Statutory
 - b. APPLICABLE FEDERAL.....Statutory
 - c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$1,000,000.00 each accident
 - ii. \$1,000,000.00 by employee
 - iii. \$1,000,000.00 policy limit
 - d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>
 2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.
 - a. Coverage as follows:

- i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00 or:
 - i. BODILY INJURY (Per Person)..... \$1,000,000.00
 - ii. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - iii. PROPERTY DAMAGE.....\$1,000,000.00
- 6. CONTRACTORS PROFESSIONAL LIABILITY (see requirement below):
- 7. BUILDERS RISK INSURANCE (see requirement below):
- 8. EXCESS/UMBRELLA LIABILITY (see requirement below):
- 9. POLLUTION LIABILITY (see requirement below):

10. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
 11. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
 4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.

- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

5.25. INSURANCE REQUIREMENTS (continued)

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance required herein must be on an All Risk Form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- A. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- B. Date on which final payment of this Contract has been made by County to Vendor/Contractor;
or
- C. Date on which the insurable interests in the property of all insured other the County have ceased.
- D. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

5.26. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$5,000,000.00. Limits can be increased, based on Contract.

POLLUTION LIABILITY:

Limits as follows:

No less than \$1,000,000.00 Per Occurrence

\$1,000,000.00 Aggregate

\$5,000.00 Medical Payment

Additional Insured and Waiver of Subrogation required.

CONTRACTORS PROFESSIONAL LIABILITY:

The Contractor shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate to cover liability for damages arising from the negligent acts, errors, or omissions of the Contractor and/or its Subcontractors in the performance of professional services under this Contract.

5.27. EXECUTION OF WRITTEN CONTRACT

The successful Bidder will be required to sign a written contract, in two (2) copies, which has been made a part of this bid package and identified as the Sample Construction Agreement in Questionnaire. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the County to this Bidder; said signing to be accomplished within ten (10) days after Notice of Award.

5.28. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. All Vendors and Bidders, and representatives of same, are hereby placed on formal notice that a lobbying cone of silence period shall commence upon issuance of this Solicitation until the Board selects the successful Bidder. If Board is not involved in selecting the successful Bidder, the cone of silence period commences upon issuance of Solicitation and concludes upon award of Contract. During the cone of silence period, no Vendor/Bidder, or representative of the Vendor/Bidder, to this Solicitation may seek information or clarification or in any way contact any official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board and may subject the Vendor/Bidder who violated it to debarment. Nothing in the Ordinance prevents a Vendor/Bidder or representative from taking part in a public meeting concerning the Solicitation.
- B. Neither the members of the Board nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the evaluation team are to be lobbied, either individually or collectively, before or during the cone of silence concerning this project. Vendors/Bidders, or representatives of same, who intend to submit bids, or have submitted bids, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification of this project.

5.29. OWNER DIRECT PURCHASE:

The County reserves the right to directly purchase certain materials, supplies, and goods, or to require Vendor/Contractor to assign some or all of its Sub-contractors or other Agreements with material suppliers, including equipment, directly to the County. Any materials purchased by the County pursuant to such Agreements or assignments will be referred to as "Owner Direct Purchases" (ODP) and is a method that may be utilized to create saving for the County. The responsibilities of both the County and the Vendor/Contractor relating to such ODP will be governed by the terms and conditions of these Owner Direct Purchase Conditions, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. Owner Direct Purchases shall be made in accordance with Florida Administrative Code Rule 12A-1.094.

- A. Material suppliers shall be selected by Vendor/Contractor using competitive bidding/proposals. Supply Contracts shall be awarded by the Vendor/Contractor to the supplier whose Bid/Proposal is most advantageous to the County, price and other factors considered.
- B. The Vendor/Contractor shall include the price for all construction materials in lump sum price in bid. Bidder shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than \$5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.
- C. Vendor/Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Vendor/Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.
- D. Upon request from County, and in a timely manner, Vendor/Contractor shall prepare a Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:
 1. the name, address, telephone number and contact person for the material supplier
 2. manufacturer or brand, model or specification number of the item
 3. quantity needed as estimated by Vendor/Contractor
 4. the price quoted by the supplier for the materials identified therein
 5. any sales tax associated with such quote
 6. delivery dates as established by Vendor/Contractor
 7. any reduction in Vendor/Contractor's cost for both the Payment Bond and the Performance Bond

8. shipping, handling and insurance costs
 9. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
 10. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.
 11. Vendor/Contractor shall include copies of Vendor/Contractor's quotations and specifically reference any terms and conditions, which have been negotiated with the Vendor/Contractor concerning letters of credit, terms, discounts, or special payments.
- E. After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the Vendor/Contractor with a copy sent to the Vendor/Contractor. Pursuant to the Purchase Order, the Vendor/Contractor will provide the required quantities of material at the price established in the Vendor/Contractor's quote to the Vendor/Contractor, excluding any sales tax associated with such price. The Project Manager shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Vendor/Contractor in the Purchasing Requisition Request Form.
- F. In conjunction with the execution of the Purchase Orders by the suppliers, Vendor/Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Vendor/Contractor's bid to County, plus any savings to Vendor/Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Vendor/Contractor for the warranty enforcement obligation the Vendor/Contractor's overhead and profit associated with ODP shall not be deducted from the Contract. The Project Manager shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.
- G. Vendor/Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Vendor/Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Vendor/Contractor for the particular materials furnished. The Vendor/Contractor shall provide all services required for the unloading, handling and storage of materials through installation.

The County assumes the risk of loss of building material through their incorporation into the installation.

- H. As ODP are delivered to the jobsite, the Vendor/Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Vendor/Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Vendor/Contractor will then forward the receiving report to the County Project Manager to match up with the invoice for payment.
- I. The Vendor/Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Vendor/Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Vendor/Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Vendor/Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Vendor/Contractor shall be responsible for all damages to County resulting from Vendor/Contractor's incorporation of such materials into the Project, including liquidated or delay damages.
- J. The Vendor/Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Vendor/Contractor shall account monthly to the County for any ODP delivered into the Vendor/Contractor's possession, indicating portions of all such materials which have been incorporated into the work.
- K. The Vendor/Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Vendor/Contractor for resolution with the appropriate supplier, vendor, or Sub-contractor. Additionally, ODP items shall be warranted by the Vendor/Contractor as part of the Vendor/Contractor's warranty. The Vendor/Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to, Bid Specifications. To that end, the Vendor/Contractor expressly agrees it shall make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Vendor/Contractor.

- L. Notwithstanding the transfer of ODP by the County to the Vendor/Contractor's possession, the County shall retain legal and equitable title to any and all ODP.
- M. The transfer of possession of ODP from the County to the Vendor/Contractor shall constitute a bailment for the mutual benefit of the County and the Vendor/Contractor. The County shall be considered the bailor and the Vendor/Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.
- N. The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Vendor/Contractor shall purchase and maintain builders' risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Vendor/Contractor must name Hernando County as additional insured on its policy.
- O. The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Vendor/Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Project Manager.
- P. Vendor/Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Vendor/Contractor's records of materials delivered to the site and any defects detected in such materials.
- Q. In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Vendor/Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- R. At the end of the project Vendor/Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Vendor/Contractor by the County for salvage or disposal at the Vendor/Contractor's option.

6. SPECIAL CONDITIONS

6.1. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete within seven hundred thirty (730) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within eight hundred fifty (850) calendar days after the date indicated on the Notice to Proceed. The timeframe between substantial and final is thirty one hundred twenty (120) calendar days. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

6.2. STARTING THE WORK

- A. Before undertaking each part of the work, the Vendor/Contractor shall:
 - 1. Carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Vendor/Contractor shall promptly report in writing to the Project Manager any conflict, error or discrepancy which the Vendor/Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any work affected thereby; however, Vendor/Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the Contract Documents, unless Vendor/Contractor had actual knowledge, or should reasonably have known thereof.
 - 2. Within ten (10) calendar days after the effective date of the Agreement (unless otherwise specified), Vendor/Contractor shall submit to the Engineer for review:
 - a. A preliminary Progress Schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including milestones specified in the Contract Documents;
 - b. A preliminary schedule of shop drawings and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
 - c. A preliminary Schedule of Values for all the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.
- B. The Vendor/Contractor will start the work within ten (10) calendar days of the official Notice to Proceed date. The Contract Time shall commence to run from the date of the Notice to Proceed.

6.3. LIQUIDATED DAMAGES

- A. Bidders hereby agree that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the bid documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving substantial completion and/or final completion therefore shall be in accordance with the amount(s) set forth in Construction Agreement, Article 3, Paragraph 3.03, of the contract documents. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.
- B. Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **\$2,000.00** . This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

6.4. INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

- A. It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- B. The Contract Documents are complementary; what is called for by one (1) is as binding as if called for by all.
- C. Reference Standards:
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Owner,

Vendor/Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their related entities, any duty or authority to supervise or direct the performance of the work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

- D. If, during the performance of the work, the Vendor/Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Vendor/Contractor shall promptly report it to Engineer in writing. Vendor/Contractor shall not proceed with the work affected thereby until an amendment or supplement to the Contract Documents has been issued. The more stringent requirements shall apply unless otherwise approved.
- E. The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the professional shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.
- F. Vendor/Contractor shall make reasonable efforts to identify potential changes which may enhance efficiency, reliability, serviceability or economy of operation, accelerate the construction schedule, reduce cost of construction, or otherwise enhance any benefits to Hernando County. The Vendor/Contractor, in its reasonable judgment, may propose in writing to Hernando County any such potential change, along with its proposed effect on the cost of the work or the installation schedule. Hernando County shall consider any such proposed change in good faith and may, in its sole discretion, approve in writing any such change.
- G. Reuse of Documents:
 - 1. Vendor/Contractor and any subcontractor or supplier shall not:
 - a. Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
 - b. Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
 - 2. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Vendor/Contractor from retaining copies of the Contract Documents for record purposes.
- H. Electronic Data:

1. Copies of data furnished by Owner or Engineer to Vendor/Contractor that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.
3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

6.5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All construction practices, material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA. requirements; the Bidder's signature upon the Bid Form in these bid documents, being by this reference considered a certification of such fact.

6.6. OWNER'S RESPONSIBILITIES AFTER AWARD

- A. Communications to Vendor/Contractor: Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Vendor/Contractor through designated Authorized Owner Representative.
- B. Furnish Data: Owner shall promptly furnish the data required of Owner under the Contract Documents.
- C. Pay When Due: Owner shall make payments to Vendor/Contractor when they are due as provided in the Contract Documents.
- D. Lands and Easements; Reports and Tests: Owner's duties to provide lands and easements and to provide engineering surveys to establish reference points are set forth in the Contract Documents. Owner shall identify and make available to Vendor/Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating

to existing surface or subsurface structures at or contiguous to the site that have been utilized by the Engineer in preparing the Contract Documents.

- E. Change Orders: Owner is obligated to execute change orders as indicated in the Contract Documents.
- F. Inspections, Tests, and Approvals: Owner's responsibility regarding certain inspections, tests, and approvals is set forth in the Contract Documents.
- G. Limitations on Owner's Responsibilities: The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.
- H. Undisclosed Hazardous Environmental Condition: Owner's responsibility regarding undisclosed hazardous environmental conditions is set forth in the Contract Documents.
- I. Evidence of Financial Arrangements: Owner's responsibility, if any, to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents will be as set forth in the Contract Documents

6.7. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

- A. Owner's Designated Representative: The duties and responsibilities and the limitations of authority of the Owner's Designated Representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner.
- B. Visits to Site:
 - 1. Owner's Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the Owner Designated Representative deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Vendor/Contractor's executed work. Based on information obtained during such visits and observations, the Owner Designated Representative will determine, in general, if the work is proceeding in accordance with the Contract Documents. The Owner Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Owner Designated Representative's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, Owner Designated Representative will keep Owner informed of the progress of the work and will endeavor to guard Owner against defective work.

2. Owner Designated Representative's visits and observations are subject to all the limitations on Owner Designated Representative's authority and responsibility set forth in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES". Particularly, but without limitation, during or as a result of Owner Designated Representative's visits or observations of Vendor/Contractor's work Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work.
- C. Project Representative: If Owner and Owner Designated Representative agree, Owner Designated Representative will furnish a Resident Project Representative to assist Owner Designated Representative in providing more extensive observation of the work. The authority and responsibilities of any such Resident Project Representative and assistants is provided in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES", and limitations on the responsibilities thereof are provided below. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.
 - D. Authorized Variations in Work: Owner Designated Representative may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a field order and will be binding on Owner and also on Vendor/Contractor, who shall perform the work involved promptly. If Owner or Vendor/Contractor believes that a field order justifies an adjustment in the contract price or contract times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".
 - E. Rejecting Defective Work: Owner Designated Representative will have authority to reject work which Owner Designated Representative believes to be defective, or that Owner Designated Representative believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Owner Designated Representative will also have authority to require special inspection or testing of the work as provided in Section titled "TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK: paragraph titled "TESTS AND INSPECTIONS", whether or not the work is fabricated, installed, or completed.

F. Determinations for Unit Price Work: Owner Designated Representative will determine the actual quantities and classifications of unit price work performed by Vendor/Contractor. Owner Designated Representative will review with Vendor/Contractor the Owner Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Owner Designated Representative's written decision thereon will be final and binding (except as modified by Owner Designated Representative to reflect changed factual conditions or more accurate data) upon Owner and Vendor/Contractor, subject to the provisions Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" paragraph titled "VENDOR/CONTRACTOR'S FEE".

G. Decisions on Requirements of Contract Documents and Acceptability of Work:

1. Owner Designated Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Owner and Vendor/Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the work, will be referred initially to Owner Designated Representative in writing within thirty (30) days of the event giving rise to the question.
2. Owner Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain Owner's approval to issue decision. If Owner or Vendor/Contractor believes that any such decision entitles them to an adjustment in the contract price or contract times or both, a claim may be made under the provision stated in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".
3. Owner Designated Representative's written decision on the issue referred will be final and binding on Owner and Vendor/Contractor, subject to the provisions in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES".
4. When functioning as interpreter and judge under paragraph titled "DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK", Owner Designated Representative will not show partiality to Owner or Vendor/Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

H. Limitations on Owner Designated Representative's Authority and Responsibilities:

1. Neither Owner Designated Representative's authority or responsibility under this paragraph or under any other provision of the Contract Documents nor any decision made by Owner Designated Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility

- by Owner Designated Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner Designated Representative to Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
2. Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner Designated Representative will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.
 3. Owner Designated Representative will not be responsible for the acts or omissions of Vendor/Contractor or of any subcontractor, any supplier, or of any other individual or entity performing any of the work.
 4. Owner Designated Representative's review of the application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Section titled "PAYMENTS TO CONTRACTOR AND COMPLETION" paragraph titled "REVIEW OF APPLICATIONS" will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
 5. The limitations upon authority and responsibility set forth in this paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.

6.8. CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence:

1. The Vendor/Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Vendor/Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.
2. The Vendor/Contractor will keep on the site at all times during its progress a competent, Resident Superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Vendor/Contractor's representative at the site and shall have authority to act on behalf of the Vendor/Contractor. All communications given to the superintendent shall be as binding as if given to the Vendor/Contractor.

B. Labor, Materials and Equipment:

1. The Vendor/Contractor will provide competent, suitable, qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.
2. Unless otherwise specified in the Contract Documents, Vendor/Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
3. All materials and equipment will be new except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of Owner. If required by the Owner, the Vendor/Contractor will furnish satisfactory evidence (including reports of required tests and/or purchase receipts) as to the source, kind and quality of materials and equipment furnished.
4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, supplier, fabricator or processors except as otherwise provided in the Contract Documents.

C. Progress Schedule:

1. Vendor/Contractor shall adhere to the Progress Schedule requirements established in the Contract Documents as it may be adjusted from time to time as provided below.
 - a. Vendor/Contractor shall submit to Owner Designated Representative for acceptance proposed adjustments in the Progress Schedule that will not result in changing the contract times. Such adjustments will comply with any provisions of the Contract Documents applicable thereto.
 - b. Proposed adjustments in the Progress Schedule that will change the contract times shall be submitted in accordance with the requirements stated in the Contract Documents. Adjustments in contract times may only be made by a change order.
 - c. All work of this Contract shall be scheduled and monitored by the Vendor/Contractor using the Critical Path Method (CPM). The Vendor/Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Vendor/Contractor will prepare revisions of the schedule to reflect changes in the Vendor/Contractor's plan of performance or changes in the work and submit these revisions to the Owner Designated Representative for acceptance.
 - d. The Vendor/Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Owner Designated Representative. Each major

and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11 inch by 17 inch (11" X 17") paper.

D. Concerning Subcontractors, Suppliers and Others:

1. The Vendor/Contractor will not employ any subcontractor, supplier, other person or entity, whether initially or as a replacement, against whom the Owner may have reasonable objections, nor will the Vendor/Contractor be required to employ any subcontractor, supplier, or other individual or entity, against whom the Vendor/Contractor has reasonable objection.
2. The Vendor/Contractor will not make any substitution for any subcontractor who has been accepted by the Owner, unless the Owner determines that there is good cause for doing so.
3. The Vendor/Contractor will be fully responsible for all acts and omissions of his subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Vendor/Contractor is responsible for Vendor/Contractor's own acts and omissions. Nothing contained in the Contract Documents:
 - a. Shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Owner Designated Representative and any such Subcontractor, supplier or other individual or entity, nor
 - b. Shall anything in the Contract Documents create any obligation on the part of Owner or Owner Designated Representative to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.
4. Vendor/Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Vendor/Contractor.
5. Vendor/Contractor shall require all subcontractors, suppliers, and such other individuals or entities performing or furnishing any of the work to communicate with Owner Designated Representative through Vendor/Contractor.
6. The divisions and sections of the specifications and the identifications of any drawings shall not control Vendor/Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.
7. All work performed for Vendor/Contractor by a subcontractor or supplier will be pursuant to an appropriate agreement between Vendor/Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Owner Designated Representative.

Whenever any such agreement is with a subcontractor or supplier who is listed as an additional insured on the property insurance as provided in the Contract Documents, the agreement between the Vendor/Contractor and the subcontractor or supplier will contain provisions whereby the subcontractor or supplier waives all rights against Owner, Vendor/Contractor, and Owner Designated Representative, and all other individuals or entities identified in the Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or supplier, Vendor/Contractor will obtain the same.

8. The Vendor/Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.
9. The Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the Owner.

6.9. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Patent Fees And Royalties:

1. Vendor/Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of Owner or Owner Designated Representative its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
2. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

B. Use Of Premises:

1. The Vendor/Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.
2. The Vendor/Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County property or in public right-of-way areas indicated on the contract drawings as including work to be done pursuant to the Contract Documents. In the event the Vendor/Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Vendor/Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Vendor/Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Vendor/Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

C. Record Documents:

1. Vendor/Contractor shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, addenda, change orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Engineer for Owner.
2. Record Drawings: The Engineer will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each month or as otherwise agreed, the Vendor/Contractor shall submit to the Engineer a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

D. Safety And Protection:

1. Vendor/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor/Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the site and other persons who may be affected by the work:
 - b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
2. Vendor/Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Vendor/Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
3. All damage, injury, or loss to any property referred to above; caused directly or indirectly, in whole or in part, by Vendor/Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Vendor/Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Vendor/Contractor or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).
4. Vendor/Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Engineer has issued final acceptance.
5. Vendor/Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Vendor/Contractor is obligated to act to prevent threatened damage, injury, or loss. Vendor/Contractor shall give Owner Designated Representative prompt written notice if Vendor/Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner Designated Representative determines that a change in the Contract Documents is required because of the action taken by Vendor/Contractor in response to such an emergency, a change order will be issued.

6.10. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Shop Drawings, Samples and Test Specimens, Additional and Special Submittals:

1. Vendor/Contractor shall submit all shop drawings, samples and test specimens, additional and special submittals to Owner Designated Representative for review and approval in accordance with the acceptable Schedule of Submittals. The Vendor/Contractor's attention is directed to the individual specification sections in these Contract Documents which may contain additional and special submittal requirements.

a. Shop Drawings:

- i. Submit number of copies specified in the specifications.
- ii. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable Owner Designated Representative to review the information for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.
- iii. Should the Vendor/Contractor propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner Designated Representative's preliminary review), the Vendor/Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.
- iv. The Vendor/Contractor agrees that shop drawing submittals processed by the Owner Designated Representative do not become Contract Documents and are not change orders.

b. Samples and Test Specimens:

- i. Submit number of samples and/or test specimens as required in the specifications. Where required in the specifications, and as determined necessary by the Owner Designated Representative, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Owner Designated Representative at the Vendor/Contractor's expense, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

- ii. Clearly identify each as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner Designated Representative may require enabling Owner Designated Representative to review the submittal for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.
 - iii. All samples and test specimens shall be submitted in ample time to enable the Owner Designated Representative to make any examinations necessary, without delay to the work. The Vendor/Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Owner Designated Representative, as specified.
 - iv. The Vendor/Contractor shall submit additional samples as required by the Owner Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.
 - v. Laboratory tests and examinations that the Owner elects to have made by an independent testing laboratory will be made at no cost to the Vendor/Contractor, except that, if a sample of any material or equipment proposed for use by the Vendor/Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Vendor/Contractor.
 - vi. All tests required by the specifications to be performed by an independent laboratory shall be made by an Owner approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the Owner Designated Representative. The samples furnished and the cost for the laboratory services shall be at the expense of the Vendor/Contractor and included in the prices bid for the associated work.
 - vii. Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the Owner Designated Representative for reference.
- c. Submittals:
- i. All technical submittals shall be fully sufficient in detail for determination of compliance with the Contract Documents.
 - ii. Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the Vendor/Contractor shall not add to the Contract amount, and all additional costs which may result therefrom shall be solely the obligation of the Vendor/Contractor.

- iii. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.
 - iv. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Owner Designated Representative has reviewed same and returned copies with stamp and signature indicating action taken.
- 2. Where shop drawings, samples, additional technical or special submittals are required by the Contract Documents or the Schedule of Submittals, any related work performed prior to Owner Designated Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Vendor/Contractor.
- 3. Submittal Procedures:
 - a. Submittals shall be addressed to the Owner Designated Representative as defined in these construction documents. Before submitting each shop drawing, sample, test specimens or other technical submittal, Vendor/Contractor shall have determined and verified:
 - i. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - ii. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;
 - iii. All information relative to Vendor/Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - iv. Shall also have reviewed and coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Contract Documents.
 - b. Each submittal shall bear a stamp or specific written certification that Vendor/Contractor has satisfied Vendor/Contractor's obligations under the Contract Documents with respect to Vendor/Contractor's review and approval of that submittal. The practice of submitting incomplete or unchecked shop drawings for the Owner Designated Representative to correct or finish will not be acceptable. shop drawings which, in the opinion of the Owner Designated Representative, clearly indicate that they have not been checked by the Vendor/Contractor will be considered as not complying

with the intent of the Contract Documents and will be returned to the Vendor/Contractor for resubmission in the proper form.

- c. With each submittal, Vendor/Contractor shall give Owner Designated Representative specific written notice of any variations, that the shop drawing or sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the shop drawings or sample submittal; and, in addition, by a specific notation made on each shop drawing or sample submitted to Owner Designated Representative for review and approval of each such variation.
 - d. The Vendor/Contractor shall submit to the Owner Designated Representative for his review five (5) copies of shop drawings, electrical diagrams, performance data and pump curves, wiring and control diagrams, special features, interface schematic diagrams, catalog information and cuts for fabricated items and manufactured items including structural, mechanical, electrical, plumbing, process, instrumentation and control systems and equipment furnished under this Contract. Shop drawings shall be submitted in sufficient time to allow the Owner Designated Representative not less than twenty (20) regular working days for examining the drawings.
4. Owner Designated Representative's Review:
- a. Owner Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to Owner Designated Representative. Owner Designated Representative's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.
 - b. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.
 - c. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or

sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

5. Re-submittal Procedures:

- a. Vendor/Contractor shall make corrections required by Owner Designated Representative and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Vendor/Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner Designated Representative on previous submittals. Costs incurred by Owner Designated Representative, and/or Owner, related to review and approval of additional submittals beyond that associated with the original submittal and one (1) re-submittal will be the responsibility of the Vendor/Contractor.

6. Certificates of Compliance:

- a. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Owner Designated Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- b. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Vendor/Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- c. The Owner Designated Representative reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.
- d. The form of the Certificate of Compliance and its disposition shall be as directed by the Owner Designated Representative.

6.11. CONTRACTOR'S RESPONSIBILITIES (continued)

- A. Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as permitted in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph entitled "DELAYS" or as Owner and Vendor/Contractor may otherwise agree in writing.

B. Use of Site and Other Areas:

1. Limitation on Use of Site and Other Areas:

- a. Vendor/Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by laws and regulations, and shall not unreasonably encumber the site and other areas with construction equipment or other materials or equipment. Vendor/Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.
- b. Should any claim be made by any such owner or occupant because of the performance of the work, Vendor/Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- c. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner Designated Representative, or any other party indemnified hereunder to the extent caused by or based upon Vendor/Contractor's performance of the work.

2. Removal of Debris During Performance of the Work: During the progress of the work Vendor/Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

3. Clean Up: The Vendor/Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Vendor/Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. If at any time during construction of this project, the

Vendor/Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Vendor/Contractor shall be deducted from amounts due to the Vendor/Contractor. Prior to Substantial Completion of the work, Vendor/Contractor shall clean the site and the work and make it ready for utilization by Owner. At the completion of the work Vendor/Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

4. Loading Structures: Vendor/Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Vendor/Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

C. Vendor/Contractor's General Warranty and Guarantee:

1. Vendor/Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner Designated Representative and its related entities shall be entitled to rely on representation of Vendor/Contractor's warranty and guarantee. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or any inspections, test or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Bid Specification.
2. Vendor/Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - a. Abuse, modification, or improper maintenance or operation by persons other than Vendor/Contractor, subcontractors, suppliers, or any other individual or entity for whom Vendor/Contractor is responsible; or
 - b. Normal wear and tear under normal usage.
3. Vendor/Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Vendor/Contractor's obligation to perform the work in accordance with the Contract Documents:
 - a. Observations by Owner Designated Representative;
 - b. Recommendation by Owner Designated Representative or payment by Owner of any progress or final payment;

- c. The issuance of a certificate of Substantial Completion by Owner Designated Representative or any payment related thereto by Owner;
 - d. Use or occupancy of the work or any part thereof by Owner;
 - e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner Designated Representative;
 - f. Any inspection, test, or approval by others; or
 - g. Any correction of defective work by Owner.
- 4. The Vendor/Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the state board of health or of the Owner Designated Representative.
 - 5. The Vendor/Contractor shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at any outlying points determined by the Owner to be necessary to satisfy project requirements and to maintain safe operations at the landfill. If traffic control is necessary, the Vendor/Contractor shall prepare a detailed traffic control plan. This plan shall be approved in writing by the Owner prior to implementation by the Vendor/Contractor.

D. Delegation of Professional Design Services:

- 1. Vendor/Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the work or unless such services are required to carry out Vendor/Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Vendor/Contractor shall not be required to provide professional services in violation of applicable law.
- 2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Vendor/Contractor by the Contract Documents, Owner and Owner Designated Representative will specify all performance and design criteria that such services must satisfy. Vendor/Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Owner Designated Representative.
- 3. Owner and Owner Designated Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such

design professionals, provided Owner and Owner Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.

4. Owner Designated Representative's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner Designated Representative's review and approval of shop drawings and other submittals (except design calculations and design drawings) will be only for the purpose of determining if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.
5. Vendor/Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.12. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:

A. Availability of Lands:

1. Owner shall furnish the site. Owner shall notify Vendor/Contractor of any encumbrances or restrictions not of general application but specifically related to use of the site with which Vendor/Contractor must comply in performing the work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, as a result of any delay in Owner's furnishing the site or a part thereof, Vendor/Contractor may make a claim therefore as provided in the Contract Documents.
2. Upon reasonable written request, Owner shall furnish Vendor/Contractor with a current statement of record legal title and legal description of the lands upon which the work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable laws and regulations.
3. Vendor/Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

B. Subsurface and Physical Conditions:

1. Reports and Drawings:

- a. Those reports of explorations and tests of subsurface conditions at or contiguous to the site that Owner Designated Representative has used in preparing the Contract Documents; and
 - b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the Contract Documents will be included in the Contract Documents as Attachments.
- 2. Limited reliance by Vendor/Contractor on technical data authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Contract Documents. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:
 - a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Vendor/Contractor,
 - b. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - c. Any Vendor/Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.
- 3. Differing Subsurface or Physical Conditions:
 - a. Notice: If Vendor/Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:
 - i. Is of such a nature as to establish that any technical data on which Vendor/Contractor is entitled to rely as provided in Titled "UNDERGROUND FACILITIES" is materially inaccurate; or
 - ii. Is of such a nature as to require a change in the Contract Documents; or
 - iii. Differs materially from that shown or indicated in the Contract Documents; or
 - iv. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Owner Designated Representative in writing about such condition.

Vendor/Contractor shall not further disturb such condition or perform any work in connection therewith until receipt of written order to do so.

- b. Owner Designated Representative's Review: After receipt of written notice, Owner Designated Representative will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Vendor/Contractor) of Owner Designated Representative's findings and conclusions.
- c. Possible Price and Times Adjustments:
 - i. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Vendor/Contractor's cost of, or time required for, performance of the work; subject, however, to the following:
 - I. Such condition must meet any one (1) or more of the categories described in Section Titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph titled "DELAYS" and
 - II. With respect to work that is paid for on a unit price basis, any adjustment in contract price will be subject to the provisions of stated in the Contract Documents.
 - ii. Vendor/Contractor shall not be entitled to any adjustment in the contract price or contract times if:
 - I. Vendor/Contractor knew of the existence of such conditions at the time Vendor/Contractor made a final commitment to Owner with respect to contract price and contract times by the submission of a bid or becoming bound under a negotiated Contract; or
 - II. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Vendor/Contractor prior to Vendor/Contractor's making such final commitment; or
 - III. Vendor/Contractor failed to give the written notice as required by provisions above.
 - iii. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, a claim may be made therefore as provided in Contract Documents. However, Owner and Owner Designated Representative, and any of their related

entities shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

4. Underground Facilities:

- a. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such underground facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Bid documents:
 - i. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
 - ii. The cost of all of the following will be included in the contract price, and Vendor/Contractor shall have full responsibility for:
 - I. Reviewing and checking all such information and data,
 - II. Locating all underground facilities shown or indicated in the Contract Documents,
 - III. Coordination of the work with the owners of such underground facilities, including Owner, during construction, and
 - IV. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the work.
 - iii. The Vendor/Contractor shall locate all existing utilities, vertical and horizontal, prior to commencement of construction and any excavation.
- b. Not Shown or Indicated:
 - i. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, identify the owner of such underground facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such

time, Vendor/Contractor shall be responsible for the safety and protection of such underground facility.

- ii. If Engineer concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract price or contract times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Vendor/Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in contract price or contract times, Owner or Vendor/Contractor may make a claim therefore as provided in the Contract Documents.
- c. Obstructions:
 - i. Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or bench mark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.

6.13. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS: (continued)

A. Reference Points:

1. Owner shall provide engineering surveys to establish reference points for construction which in Owner Designated Representative's judgment are necessary to enable Vendor/Contractor to proceed with the work. Vendor/Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written

- approval of Owner. Vendor/Contractor shall report to Owner Designated Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
2. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The number and extent of such control will be designated to the Vendor/Contractor by the Owner Designated Representative prior to bid opening, upon request. It shall be the responsibility of the Vendor/Contractor to check all stakes as set by the Engineer for possible error. The Vendor/Contractor shall furnish, free of charge, all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the stakes or marks are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
 3. The Vendor/Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Owner Designated Representative for, and received from him, such points as may be necessary as the work progresses. The work shall be done in strict conformity with such points.
 - a. Alignment Markers. The markers for alignment and location information which are shown on the plans have been previously established by a Florida registered land surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The Vendor/Contractor shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The Vendor/Contractor shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Vendor/Contractor shall employ a Florida registered land surveyor to reset or replace them.
 - b. Bench Marks. The Vendor/Contractor shall lay out his work from bench marks and elevations set by the Engineer. Bench marks and elevations set by the Engineer will be shown and explained to the Vendor/Contractor. Thereafter, these bench marks and elevations become the sole responsibility of the Vendor/Contractor, and if replacement is required, either at the request of the Vendor/Contractor or in the judgment of the

Owner Designated Representative, the Vendor/Contractor shall pay for the cost of replacement. The Vendor/Contractor shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

B. Hazardous Environmental Condition at Site:

1. Reports and Drawings: Any reports and drawings relating to a hazardous environmental condition identified at the site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents will be included in the Contract Documents as Attachments under Reference Documents.
2. Limited Reliance by Vendor/Contractor on Technical Data Authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Technical Specifications. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:
 - a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Vendor/Contractor and safety precautions and programs incident thereto; or
 - b. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings;
3. Vendor/Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the work. Vendor/Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the site by Vendor/Contractor, subcontractors, suppliers, or anyone else for whom Vendor/Contractor is responsible.
4. If Vendor/Contractor encounters a hazardous environmental condition or if Vendor/Contractor or anyone for whom Vendor/Contractor is responsible creates a hazardous environmental condition, Vendor/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Owner Designated Representative (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Owner Designated Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

5. Vendor/Contractor shall not be required to resume work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Vendor/Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such work may be resumed safely. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in contract price or contract times, or both, as a result of such work stoppage or such special conditions under which work is agreed to be resumed by Vendor/Contractor, either party may make a claim therefore as provided in the Contract Documents.
6. If after receipt of such written notice Vendor/Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then Owner may order the portion of the work that is in the area affected by such condition to be deleted from the work. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in contract price or contract times as a result of deleting such portion of the work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the work performed by Owner's own forces or others in accordance with Section "Other Work at the Site".
7. The provisions in this paragraph do not apply to a hazardous environmental condition uncovered or revealed at the site.

6.14. PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after the effective date of the contract, but before Vendor/Contractor starts the work at the site, a conference attended by Vendor/Contractor, Owner Designated Representative, and other County staff personnel as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling shop drawings and other submittals and for processing Applications for Payment, MOT, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the work.

6.15. INITIAL ACCEPTANCE OF SCHEDULES:

At least ten (10) days before submission of the first application for payment, a conference attended by Vendor/Contractor, Owner Designated Representative, and others as appropriate will be held to review for acceptability to Owner Designated Representative. Vendor/Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and re-submit the schedules. No progress payment shall be made to Vendor/Contractor until acceptable schedules are submitted to Owner Designated Representative.

- A. The Progress Schedule will be acceptable to Owner Designated Representative if it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Owner Designated Representative responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Vendor/Contractor from Vendor/Contractor's full responsibility therefore.
- B. Vendor/Contractor's Schedule of Submittals will be acceptable to Owner Designated Representative if it provides a workable arrangement for reviewing and processing the required submittals.
- C. Vendor/Contractor's Schedule of Values will be acceptable to Owner Designated Representative as to form and substance if it provides a reasonable allocation of the contract price to component parts of the work.

6.16. CHANGES IN THE WORK; CLAIMS:

- A. Authorized Changes in the Work:
 - 1. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the work by a Change Order. Upon receipt of any such document, Vendor/Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
 - 2. All Owner ordered Change Orders will be subject to approval as specified under the provisions of section 218.755, F.S. and as stipulated in the Contract Agreement attached herein.
 - 3. If Owner and Vendor/Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the contract price or contract times, or both, that should be allowed as a result of a change order, a claim may be made therefor as provided in the Paragraph titled: "CLAIMS" below.
- B. Unauthorized Changes in the Work: Vendor/Contractor shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency as stated in Paragraph titled "EMERGENCIES" above, or in the case of uncovering work as stated in Paragraph titled "UNCOVERING WORK", below.
- C. Execution of Change Orders:
 - 1. Owner and Vendor/Contractor shall execute appropriate change orders recommended by Owner Designated Representative covering:
 - a. Changes in the work which are: (i) ordered by Owner pursuant to Paragraph titled "AUTHORIZED CHANGED IN THE WORK" above, (ii) required because of acceptance of

defective work pursuant to Paragraph titled "ACCEPTANCE OF DEFECTIVE WORK", below or Owner's correction of defective work pursuant to Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK" , below or (iii) agreed to by the parties;

- b. Changes in the contract price or contract times which are agreed to by the parties, including any undisputed sum or amount of time for work actually performed in accordance with a change order; and
 - c. Changes in the contract price or contract times which embody the substance of any written decision rendered by Owner Designated Representative pursuant to Section titled "TESTS AND INSPECTIONS: CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", below ; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Vendor/Contractor shall carry on the work and adhere to the Progress Schedule as provided in Section titled "STARTING THE WORK", above.
2. The contract price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the contract price. The Contract Price may only be changed by a change order. Any claim for an increase in the Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by the Owner Designated Representative. Any change in the contract price shall be incorporated in a change order.
- D. Notification to Surety: If notice of any change affecting the general scope of the work or the provisions of the Contract Documents (including, but not limited to, contract price or contract times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Vendor/Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.
- E. Claims:
1. Chief Procurement Officer's Decision Required: All claims, except those waived pursuant to Paragraph titled "WAIVER OF CLAIMS", below, shall be referred to the Chief Procurement Officer for decision. A decision by the Chief Procurement Officer shall be required as a condition precedent to any exercise by Owner or Vendor/Contractor of any rights or remedies either may otherwise have under Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK", below or by laws and regulations in respect of such claims.
 2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The

- responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT PRICE", above. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT TIMES". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
 - a. Deny the claim in whole or in part,
 - b. Approve the claim, or
 - c. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
 4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.
 5. Chief Procurement Officer's written action or denial pursuant to Paragraphs 3. and 4., above will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.
 6. No claim for an adjustment in contract price or contract times will be valid if not submitted in accordance with the provisions stated in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" .

6.17. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

A. Cost of the Work:

1. Costs Included: The term cost of the work means the sum of all costs, except those excluded according to Section titled "COSTS EXCLUDED" below, necessarily incurred and paid by

Vendor/Contractor in the proper performance of the work. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, the costs to be reimbursed to Vendor/Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Section titled "COSTS EXCLUDED".

- a. Payroll costs for employees in the direct employ of Vendor/Contractor in the performance of the work under schedules of job classifications agreed upon by Owner and Vendor/Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the site. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include Social Security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
- b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Vendor/Contractor unless Owner deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Vendor/Contractor shall make provisions so that they may be obtained.
- c. Payments made by Vendor/Contractor to subcontractors for work performed by subcontractors. If required by Owner, Vendor/Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Vendor/Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner Designated Representative, which bids, if any, will be acceptable. If any subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work and fee shall be determined in the same manner as Vendor/Contractor's cost of the work and fee as provided in this Section titled "COST OF THE WORK".

- d. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.
- e. Supplemental costs including the following:
 - i. The proportion of necessary transportation, travel, and subsistence expenses of Vendor/Contractor's employees incurred in discharge of duties connected with the work.
 - ii. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of Vendor/Contractor.
 - iii. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Vendor/Contractor or others in accordance with rental agreements approved by Owner with the advice of the Owner Designated Representative, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.
 - iv. Sales, consumer, use, and other similar taxes related to the work, and for which Vendor/Contractor is liable, imposed by laws and regulations.
 - v. Deposits lost for causes other than negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - vi. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by Vendor/Contractor in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract Documents), provided such losses and damages have resulted from causes other than the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining Vendor/Contractor's fee.
 - vii. The cost of utilities, fuel, and sanitary facilities at the site.

- viii. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressages, and similar petty cash items in connection with the work.
 - ix. Vendor/Contractor is required by the Contract Documents to purchase and maintain all bonds and insurance.
- 2. Costs Excluded: The term cost of the work shall not include any of the following items:
 - a. Payroll costs and other compensation of Vendor/Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, procurement and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Vendor/Contractor, whether at the site or in Vendor/Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 1. (in this section) or specifically covered by Paragraph 1. d. (in this section), all of which are to be considered administrative costs covered by the Vendor/Contractor's fee.
 - i. Expenses of Vendor/Contractor's principal and branch offices other than Vendor/Contractor's office at the site.
 - ii. Any part of Vendor/Contractor's capital expenses, including interest on Vendor/Contractor's capital employed for the work and charges against Vendor/Contractor for delinquent payments.
 - iii. Costs due to the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - iv. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 1. and 2. (in this section).
- 3. Vendor/Contractor's Fee: When all the work is performed on the basis of cost-plus, Vendor/Contractor's fee shall be determined as set forth in the Agreement. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, Vendor/Contractor's fee shall be determined as set forth in Section titled: "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" Paragraph titled: "VENDOR/CONTRACTOR'S FEE".
- 4. Documentation: Whenever the cost of the work for any purpose is to be determined pursuant to Paragraph 1.(in this section), Vendor/Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a

form acceptable to Owner Designated Representative an itemized cost breakdown together with supporting data.

B. Allowances:

1. It is understood that Vendor/Contractor has included in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
2. Cash Allowances:
 - a. Vendor/Contractor agrees that:
 - i. The cash allowances include the cost to Vendor/Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
 - ii. Vendor/Contractor's costs for unloading and handling on the site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
3. Contingency Allowance: Vendor/Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
4. Prior to final payment, an appropriate change order will be issued as recommended by Engineer to reflect actual amounts due Vendor/Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

C. Unit Price Work:

1. Where the Contract Documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement.
2. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Vendor/Contractor will be made by Owner Designated Representative subject to the provisions stated in the Contract Documents.
3. Each unit price will be deemed to include an amount considered by Vendor/Contractor to be adequate to cover Vendor/Contractor's overhead and profit for each separately identified item.

6.18. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Change of Contract Price:

- A. The Contract Price may only be changed by a change order. Any claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the Owner Designated Representative and the Chief Procurement Officer to the Contract in accordance with Section titled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Claims" above .
- B. The value of any work covered by a change order or of any claim for an adjustment in the Contract Price will be determined as follows:
 - 1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions stated in Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "UNIT PRICE WORK"; or
 - 2. Where the work involved is not covered by unit prices contained in the Contract Documents, but by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with above Section titled: COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "CASH ALLOWANCES"); or
 - 3. Where the work involved is not covered by unit prices contained in the Contract Documents and Agreement to a lump sum is not reached under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "COST OF THE WORK" , on the basis of the cost of the work, plus a Vendor/Contractor's fee for overhead and profit as described in this Section, Paragraph titled "VENDOR/CONTRACTOR'S FEE", immediately below.
- C. Vendor/Contractor's Fee: The Vendor/Contractor's fee for overhead and profit shall be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the cost of the work:
 - a. For costs incurred under Paragraphs B.1. and B.2. (in this section), the Vendor/Contractor's fee shall be fifteen percent (15%);
 - b. For costs incurred under Paragraph B.3. (in this section) , the Vendor/Contractor's fee shall be five percent (5%);
 - c. Where one (1) or more tiers of Sub-Contracts are on the basis of cost of the work plus a fee and no fixed fee is agreed upon, the intent of Paragraph C.2.a. above (in this section) is that the subcontractor who actually performs the work, at whatever tier, will be paid

- a fee of fifteen percent (15%) of the costs incurred by such subcontractor under Paragraphs B.1 and B.2. (in this section) and that any higher tier subcontractor and Vendor/Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier subcontractor;
- d. No fee shall be payable on the basis of costs itemized under Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "COST OF THE WORK", "COSTS INCLUDED" paragraph 1.A.4, 1.A.5 and 1.B.;
 - e. The amount of credit to be allowed by Vendor/Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Vendor/Contractor's fee by an amount equal to five percent (5%) of such net decrease; and
 - f. When both additions and credits are involved in any one (1) change, the adjustment in Vendor/Contractor's fee shall be computed on the basis of the net change in accordance with above Paragraphs (in this section) C.2.a. through C.2.f., inclusive.
- D. In such case, the Vendor/Contractor will submit in the form prescribed by the Owner, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

6.19. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES (continued)

- A. Change of Contract Times:
- 1. The Contract Times may only be changed by a change order. Any claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of Section titled " CHANGES INT HE WORK; CLAIMS" paragraph titled "CLAIMS".
 - 2. Any adjustment of the contract times covered by a change order or any claim for an adjustment in the contract times will be determined in accordance with the provisions of this paragraph.
- B. Delays:
- 1. Where Vendor/Contractor is prevented from completing any part of the work within the contract times due to delay beyond the control of Vendor/Contractor, the contract times will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS, paragraph titled "CLAIMS". Delays beyond the control of Vendor/Contractor shall include, but not be limited

- to, acts or neglect by Owner, acts or neglect of utility owners or other Vendor/Contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.
2. If Owner, Engineer, or other Vendor/Contractors or utility owners performing other work for Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the work, then Vendor/Contractor shall be entitled to an equitable adjustment in the contract price or the contract times, or both.
Vendor/Contractor's entitlement to an adjustment of the contract times is conditioned on such adjustment being essential to Vendor/Contractor's ability to complete the work within the contract times.
 3. If Vendor/Contractor is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Vendor/Contractor, then Vendor/Contractor shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to Vendor/Contractor's ability to complete the work within the Contract Times. Such an adjustment shall be Vendor/Contractor's sole and exclusive remedy for the delays described in this paragraph.
 - a. Time Extensions for Delays Caused by Weather - Extensions of Contract Time for delays caused by the effects of inclement weather are justified only when inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:
 - i. The Vendor/Contractor being unable to work at least fifty percent (50%) of the normal work day on the predetermined controlling work items; or
 - ii. The Vendor/Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.
 - iii. Vendor/Contractor must submit a written notice along with their updated Progress Schedule with their monthly progress payment request. If no monthly progress payment is being submitted for the month, then a written notice within thirty (30) days after occurrence of the event(s) giving rise to the weather delays must be submitted to the Owner, Engineer or designated person.
 - b. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

- c. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.
- d. Weather Delays for Projects - Time extensions will be granted on a contract day per delayed day.
 - i. The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled work days and the controlling items of work. The initial progress schedule must be approved and agreed to by Owner, Engineer, or designated person and Contractor's Representative prior to the notice to proceed being issued and before any work has been performed and monthly when submitted with the pay request if any changes have occurred during the reporting period. No weather delays will be recognized before the Vendor/Contractor actually begins work or attempts to begin work in accordance with the approved project work schedule. Weather delays will be granted only during the authorized contract time period.
 - ii. The Owner, Engineer or designated person shall review the request and the daily reports and determine if these delays are authorized. A written response will be given to the Contractor/Vendor within five (5) business days after receipt of the request. The Chief Procurement Officer will be provided a copy of this letter and any related correspondence.
- 4. Owner, Engineer and the related entities of each of them shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.
- 5. Vendor/Contractor shall not be entitled to an adjustment in contract price or contract times for delays within the control of Vendor/Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Vendor/Contractor.

6.20. TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:

- A. Notice of Defects: Prompt notice of all defective work of which Owner or Engineer has actual knowledge will be given to Vendor/Contractor. All defective work may be rejected, corrected, or accepted as provided in this Paragraph.

- B. Access to Work: Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and the work at reasonable times for their observation, inspecting, and testing. Vendor/Contractor shall provide them proper and safe conditions for such access and advise them of Vendor/Contractor's site safety procedures and programs so that they may comply therewith as applicable.
- C. Tests and Inspections:
1. Vendor/Contractor shall give Engineer timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
 2. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - a. For inspections, tests, or approvals covered by Paragraphs D. and E. below;
 - b. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph C.2. shall be paid according to Paragraph E.; and
 - c. As otherwise specifically provided in the Contract Documents.
 3. If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Vendor/Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner Designated Representative the required certificates of inspection or approval.
 4. Vendor/Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Owner Designated Representative's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Vendor/Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Owner Designated Representative.
 5. If any work (or the work of others) that is to be inspected, tested, or approved is covered by Vendor/Contractor without written concurrence of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for observation.
 6. Uncovering work as provided in Paragraph D. shall be at Vendor/Contractor's expense unless Vendor/Contractor has given Engineer timely notice of Vendor/Contractor's intention

to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

7. Periodic inspections will be held throughout the work at the discretion of the Owner and Engineer to verify progress and compliance to Contract Documents, pay requests and general quality control.
8. Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punch-list of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Vendor/Contractor, Owner Designated Representative and Owner.
9. Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be mandatory prior to approval of final pay request. Finals shall be made with a representative of the Vendor/Contractor, Engineer and Owner.

D. Uncovering Work:

1. If any work is covered contrary to the written request of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.
2. If Owner Designated Representative considers it necessary or advisable that covered work be observed by Owner Designated Representative or inspected or tested by others, Vendor/Contractor, at Owner Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material, and equipment.
3. If it is found that the uncovered work is defective, Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the contract price. if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".
4. If, the uncovered work is not found to be defective, and there are no related inspection requirements in the contract documents, Vendor/Contractor shall be allowed an increase in the contract price or an extension of the contract times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Vendor/Contractor may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

- E. Owner Designated Representative May Stop the Work: If the work is defective, or Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the contract documents, Owner may order Vendor/Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
- F. Correction or Removal of Defective Work:
1. Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner Designated Representative, remove it from the project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
 2. When correcting defective work under the terms of this paragraph or the paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.
- G. Correction Period:
1. If within one (1) year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the contract documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - a. Repair such defective land or areas; or
 - b. Correct such defective work; or
 - c. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and

- d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
2. If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.
3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.
4. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under above paragraph F, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.
5. Vendor/Contractor's obligations under above paragraph F. are in addition to any other obligation or warranty. The provisions of Paragraph F. shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.
- H. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Owner Designated Representative's recommendation of final payment, Owner Designated Representative) prefers to accept it, Owner may do so. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner Designated Representative as to reasonableness) and the diminished value of the work to the extent not otherwise paid by Vendor/Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner Designated Representative's recommendation of final payment, a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work, and Owner shall be entitled to an appropriate decrease in the contract price, reflecting the diminished value of work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS". If the acceptance occurs after such recommendation, an appropriate amount will be paid by Vendor/Contractor to Owner.
- I. Owner May Correct Defective Work:

1. If Vendor/Contractor fails within a reasonable time after written notice from Owner Designated Representative to correct defective work or to remove and replace rejected work as required by Owner Designated Representative in accordance with Paragraph F., or if Vendor/Contractor fails to perform the work in accordance with the contract documents, or if Vendor/Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Vendor/Contractor, correct or remedy any such deficiency.
2. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site, take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's Designated representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph.
3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under Paragraph I. will be charged against Vendor/Contractor, and a change order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Vendor/Contractor's defective work.
4. Vendor/Contractor shall not be allowed an extension of the contract times because of any delay in the performance of the work attributable to the exercise by Owner of Owner's rights and remedies under Paragraph I.

6.21. PAYMENTS TO CONTRACTOR AND COMPLETION

- A. Schedule of Values: The Schedule of Values established as provided in Section titled "STARTING THE WORK", paragraph A. 2. c. will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to Owner Designated Representative. Progress payments on account of unit price work will be based on the number of units completed.

B. Progress Payments:

1. Application for Payments:

- a. At least twenty (20) business days before the date established in the Agreement for each progress payment (but not more often than once a month), Vendor/Contractor shall submit to Owner Designated Representative for review an application for payment filled out and signed by vendor/contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the contract documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment all of which must be satisfactory to Owner.
- b. Beginning with the second application for payment, each application shall include an affidavit of Vendor/Contractor stating that all previous progress payments received on account of the work have been applied on account to discharge Vendor/Contractor's legitimate obligations associated with prior applications for payment.
- c. The amount of retainage with respect to progress payments will be as stipulated in Article 5.02 of the construction agreement.
- d. All progress payments will be subject to withholding and payment of retainage as specified under the provisions of Florida Prompt Payment Act, section 218.735, F.S. and as stipulated in the Contract Agreement attached herein. Payment requests will be processed within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Florida Prompt Payment Act, section 218.735, F.S.

2. Review of Applications:

- a. Owner Designated Representative will, within five (5) business days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to Owner or return the application to Vendor/Contractor indicating in writing Owner Designated Representative's reasons for refusing to recommend payment. In the latter case, Vendor/Contractor may make the necessary corrections and resubmit the application.
- b. Owner Designated Representative's recommendation of any payment requested in an application for payment will constitute a representation by Owner Designated Representative to Owner, based on Owner Designated Representative's observations on the site of the executed work as an experienced and qualified design professional and on Owner Designated Representative's review of the application for payment and the

accompanying data and schedules, that to the best of Owner Designated Representative's knowledge, information and belief:

- i. The work has progressed to the point indicated;
 - ii. The quality of the work is generally in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price work under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK",, and to any other qualifications stated in the recommendation); and
 - iii. The conditions precedent to Vendor/Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Owner Designated Representative's responsibility to observe the work.
- c. By recommending any such payment Owner Designated Representative will not thereby be deemed to have represented that:
- i. Inspections made to check the quality or the quantity of the work as it has been performed have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Owner Designated Representative in the Contract Documents; or
 - ii. That there may not be other matters or issues between the parties that might entitle Vendor/Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Vendor/Contractor.
- d. Neither Owner Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor Owner Designated Representative's recommendation of any payment, including final payment, will impose responsibility on Owner Designated Representative:
- i. To supervise, direct, or control the work, or
 - ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - iii. For Vendor/Contractor's failure to comply with laws and regulations applicable to Vendor/Contractor's performance of the work, or
 - iv. To make any examination to ascertain how or for what purposes Vendor/Contractor has used the moneys paid on account of the contract price, or
 - v. To determine that title to any of the work, materials, or equipment has passed to Owner free and clear of any liens.

- e. Owner Designated Representative may refuse to recommend the whole or any part of any payment if, in Owner Designated Representative's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 2.b., above. Owner Designated Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner Designated Representative's opinion to protect Owner from loss because:
 - i. The work is defective, or completed work has been damaged, requiring correction or replacement;
 - ii. The contract price has been reduced by change orders;
 - iii. Owner has been required to correct defective work or complete work in accordance with above Paragraph titled "Owner May Correct Defective Work" in Section titled: "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK"; or
 - iv. Owner Designated Representative has actual knowledge of the occurrence of any of the events enumerated in below Paragraph titled "Owner May Terminate for Cause: " in Section titled: "TERMINATION AND SUSPENSION OF WORK".
- 3. Payment Becomes Due: The application for payment, and all of the required Federal and State submittals, with the Owner Designated Representative's recommendations will be presented to the Owner for consideration. If the Owner finds the application for payment acceptable, the recommended amount, less any reduction under the provisions of Paragraph B. 2. (in this section), will become due twenty-five (25) business days after the application for payment is presented to the Owner, and the Owner will make payment to the Vendor/Contractor.
- 4. Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.
- 5. Reduction in Payment:
 - a. Owner may refuse to make payment of the full amount recommended by Owner Designated Representative because:

- i. Claims have been made against Owner on account of Vendor/Contractor's performance or furnishing of the work;
 - ii. Liens have been filed in connection with the work, except where Vendor/Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;
 - iii. The Vendor/Contractor's performance or furnishing of the work is inconsistent with funding agency requirements;
 - iv. There are other items entitling Owner to a set off against the amount recommended; or
 - v. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs B. 2. e. i. through B. 2. e. iii. (in this section) or below Paragraph titled "Owner May Terminate for Cause" in Section titled: "TERMINATION AND SUSPENSION OF WORK."
 - b. If Owner refuses to make payment of the full amount recommended by Owner Designated Representative, Owner will (in no case more than twenty (20) business days after receipt and twenty-five (25) business days for payment) give Vendor/Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Vendor/Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Vendor/Contractor, when Vendor/Contractor corrects to Owner's satisfaction the reasons for such action.
 - c. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph B. 3. (in this section).
 - d. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Vendor/Contractor.
- C. Vendor/Contractor's Warranty of Title:
- 1. Vendor/Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Vendor/Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an Agreement under which an interest therein or encumbrance

thereon is retained by the seller or otherwise imposed by the Vendor/Contractor or such other person.

2. In compliance with the above and as verification of the Vendor/Contractor's compliance with applicable provisions of the Florida Prompt Payment Act, sec. 218.735, F.S., concerning payment to subcontractors and suppliers, the Vendor/Contractor, in addition to any other payment provisions set in this contract, shall prior to submission of the second application for payment, produce for the Owner evidence, in the form of releases of lien or subcontractor(s)/suppliers affidavits of payment received, that all subcontractors and suppliers have been paid any sum or sums then due within the time periods so specified. This reporting process shall be repeated following each succeeding payment to the Vendor/Contractor throughout the life of the Contract. A failure on the part of the Vendor/Contractor to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases or payment affidavits are provided.

D. Partial Utilization:

1. Prior to Substantial Completion of all the work, Owner may use or occupy any substantially completed part of the work which has specifically been identified in the Contract Documents, or which Owner, Owner Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by Owner for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.
 - a. Owner at any time may request Vendor/Contractor in writing to permit Owner to use or occupy any such part of the work which Owner believes to be ready for its intended use and substantially complete. If and when Vendor/Contractor agrees that such part of the work is substantially complete, Vendor/Contractor will certify to Owner and Owner Designated Representative that such part of the work is substantially complete and request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.
 - b. Vendor/Contractor at any time may notify Owner and Owner Designated Representative in writing that Vendor/Contractor considers any such part of the work ready for its intended use and is thus substantially complete and may request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.
 - c. Within a reasonable time after either such request, Owner, Vendor/Contractor, and Owner Designated Representative shall make an inspection of that part of the work to determine its status of completion. If Owner Designated Representative does not consider that part of the work to be substantially complete, Owner Designated Representative will notify Owner and Vendor/Contractor in writing giving the reasons

therefore. If Owner Designated Representative considers that part of the work to be substantially complete, the provisions stated herein will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.

- d. No use or occupancy or separate operation of part of the work may occur prior to compliance with the requirements of the contract documents regarding property insurance.

E. Substantial Completion:

1. When Vendor/Contractor considers the entire work ready for its intended use Vendor/Contractor shall notify Owner and Owner Designated Representative in writing that the entire work is substantially complete (except for items specifically listed by Vendor/Contractor as incomplete) and request that the Owner issue a certificate of substantial completion.
2. Promptly after Vendor/Contractor's notification, Owner, Agency, Vendor/Contractor, and Owner Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If Owner Designated Representative does not consider the work substantially complete, Owner Designated Representative will notify Vendor/Contractor in writing giving the reasons therefore.
3. If the Owner Designated Representative considers the work substantially complete, Owner Designated Representative will deliver to Owner a tentative certificate of substantial completion which shall fix the date of substantial completion. there shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Owner Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, Owner Designated Representative concludes that the work is not substantially complete, Owner Designated Representative will within fourteen (14) days after submission of the tentative certificate to Owner notify Vendor/Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Owner Designated Representative considers the work substantially complete, Owner Designated Representative will within said fourteen (14) days execute and deliver to Owner and Vendor/Contractor a definitive certificate of substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Owner Designated Representative believes justified after consideration of any objections from Owner.
4. At the time of delivery of the tentative certificate of Substantial Completion, Owner Designated Representative will deliver to Owner and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between Owner

and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Vendor/Contractor agree otherwise in writing and so inform Owner Designated Representative in writing prior to Owner Designated Representative's issuing the definitive certificate of substantial completion, Owner Designated Representative's aforesaid recommendation will be binding on Owner and Vendor/Contractor until final payment.

5. Owner shall have the right to exclude Vendor/Contractor from the site after the date of Substantial Completion subject to allowing Vendor/Contractor reasonable access to complete or correct items on the tentative list.

- F. Final Inspection: Upon written notice from Vendor/Contractor that the entire work or an agreed portion thereof is complete, Owner Designated Representative will promptly make a final inspection with Owner, Agency, and Vendor/Contractor and will notify Vendor/Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Vendor/Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

6.22. PAYMENTS TO CONTRACTOR AND COMPLETION (continued)

- A. Final Payment:

1. Application for Payment:

- a. After Vendor/Contractor has, in the opinion of Owner Designated Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the contract documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents, and other documents, Vendor/Contractor may make application for final payment following the procedure for progress payments.
- b. The final application for payment shall be accompanied (except as previously delivered) by:
 - i. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by above Section titled: "INSURANCE REQUIREMENTS" ;
 - ii. Consent of the surety, if any, to final payment;
 - iii. A list of all claims against Owner that Vendor/Contractor believes are unsettled; and
 - iv. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.

- c. In lieu of the releases or waivers of liens specified in above Paragraph A. 1. b. iv. and as approved by Owner, Vendor/Contractor may furnish receipts or releases in full and an affidavit of Vendor/Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, Vendor/Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.
2. Owner Designated Representative's Review of Application and Acceptance:
 - a. If, on the basis of Owner Designated Representative's observation of the work during construction and final inspection, and Owner Designated Representative's review of the final application for payment and accompanying documentation as required by the Contract Documents, Owner Designated Representative is satisfied that the work has been completed and Vendor/Contractor's other obligations under the Contract Documents have been fulfilled, Owner Designated Representative will, within ten (10) days after receipt of the final application for payment, indicate in writing Owner Designated Representative's recommendation of payment and present the application for payment to Owner for payment. At the same time Owner Designated Representative will also give written notice to Owner and Vendor/Contractor that the work is acceptable to the provisions as described in above Paragraph A titled "Final Payment" (in this section) . Otherwise, Owner Designated Representative will return the application for payment to Vendor/Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Vendor/Contractor shall make the necessary corrections and resubmit the application for payment.
3. Payment Becomes Due: After the presentation to Owner of the application for payment and accompanying documentation to include all of the required Federal and State submittals, the Owner will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, section 218.735, F.S., pay the Vendor/Contractor the amount recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.
- B. Final Completion Delayed: If, through no fault of Vendor/Contractor, final completion of the work is significantly delayed, and if owner designated representative so confirms, owner shall, upon receipt of vendor/contractor's final application for payment (for work fully completed and accepted) and recommendation of Owner Designated Representative, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by Owner for work not fully completed or

corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in above Section titled "PERFORMANCE AND PAYMENT BOND", the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Vendor/Contractor to Owner Designated Representative with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The remaining balance of any sum included in the final application for payment but held by Owner for work not fully completed and accepted will become due when the work is fully completed and accepted.

C. Waiver of Claims: The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Vendor/Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection pursuant to above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", paragraph titled "CORRECTION OR REMOVAL OF DEFECTIVE WORK", from failure to comply with the contract documents or the terms of any special guarantees specified therein, or from Vendor/Contractor's continuing obligations under the contract documents; and
2. A waiver of all claims by Vendor/Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

D. Vendor/Contractor's Continuing Obligation: The Vendor/Contractor's obligation to perform the work and complete the work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Vendor/Contractor under the contract documents, any use or occupancy of the work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the contract documents.

1. Contract Closeout:

a. Pre-final and Final Inspections:

- i. Upon completion of work, Vendor/Contractor shall submit written certification that the Contract Documents have been reviewed, the work has been inspected by the Vendor/Contractor, and that the work is substantially complete in accordance with the contract document and ready for Engineer/Owner Designated Representative's inspection.
- ii. At this time the representatives of the Vendor/Contractor, Engineer/Owner Designated Representative's and Owner shall make a pre-final/substantial

completion inspection with reasonable promptness. If the work is complete or defective, Engineer/Owner Designated Representative will notify the Contractor to remedy these deficiencies by insurance of a pre-final punch-list.

- iii. Upon written notification from the Vendor/Contractor of substantial complete of the pre-final punch list items, the Engineer/Owner Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Contract, Engineer, and Owner Designated Representative shall be present for the final inspection.
- iv. Vendor/Contractor shall submit the final signed and sealed As-Built drawings ten (10) days prior to the final inspection and provide all other submittals to the Engineer/Owner Designated Representative's that are required.
- b. Project Record Documents: The Vendor/Contractor shall maintain on site, one (1) set of the following record documents; recording actual revisions of the work commensurate with the construction progress:
 - i. Contract Drawings
 - ii. Specifications
 - iii. Addenda
 - iv. Change Orders and other modification to the Contract
 - v. Reviewed (and approved) Shop Drawings and Product Data
 - vi. Permits
- c. Closeout Submittals: When the Engineer/Owner Designated Representative's has determined that the work is acceptable under the Contract Documents, and the contract is fully performed, the Vendor/Contractor shall prepare and submit his final applicable for payment to the Engineer/Owner Designated Representative's with the following:
 - i. Contractor's Lien Waiver in the full amount of the contract sum.
 - ii. Lien waivers from all subcontractors and material suppliers who have furnished for the work under contract with the Contactor or subcontractor. The lien waivers shall be in the full amount of the Contract involved.
 - iii. Consent of Surety to final payment.
 - iv. Evidence of compliance with governing authorities.
 - v. Certifications of inspections from all required agencies and departments, as needed.
 - vi. Warranties and Maintenance Bond.

- vii. Confirmation from Florida Department of Environmental Protection the National Pollution Discharge Elimination System Notice of Termination (NOT) has been filed.
- viii. Any outstanding documentation and/or reports necessary to insure compliance with FDOT requirements.
- ix. As-Built documents prepared in accordance with the contract documents and signed and sealed by a professional surveyor and mapper, registered in the State of Florida and all other requirements as set forth in the contract documents.
- d. Performance Evaluation: At the end of the contract, the receiving Department will evaluate the successful Vendor/Contractor's performance. This evaluation will become public record.

6.23. TERMINATION AND SUSPENSION OF WORK

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
 - a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
 - b. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
 - c. Make progress so as to endanger performance of this Contract.
 - d. Perform any of the other provisions of this Contract.
2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor/Consultant) through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.
3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Vendor/Contractor shall:

- a. Stop work on the date and to the extent specified.
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
 - d. Continue and complete all parts of that work that have not been terminated.
4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- B. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.
- C. Vendor/Contractor May Stop Work or Terminate:
 1. If, through no act or fault of Vendor/Contractor, (i) the work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, then Vendor/Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner.
 2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, Vendor/Contractor may, seven (7) days after written notice to Owner and Engineer, stop the work until payment is made of all such amounts due Vendor/Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Vendor/Contractor from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Vendor/Contractor's stopping the work as permitted by this paragraph.

- D. Owner May Suspend Work: Owner may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Vendor/Contractor and Engineer which will fix the date on which work will be resumed. Vendor/Contractor shall resume the work on the date so fixed. Vendor/Contractor shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension if Vendor/Contractor makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".
- E. Owner May Terminate for Cause:
1. The occurrence of any one (1) or more of the following events will justify termination for cause:
 - a. Vendor/Contractor's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2. a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";
 - b. Vendor/Contractor's disregard of laws or regulations of any public body having jurisdiction;
 - c. Vendor/Contractor's disregard of the authority of Engineer; or
 - d. Vendor/Contractor's violation in any substantial way of any provisions of the Contract Documents.
 2. If one (1) or more of the events identified in above Paragraph E. 1. occur, Owner may, after giving Vendor/Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Vendor/Contractor:
 - a. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work", Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site (without liability to Vendor/Contractor for trespass or conversion), take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's Designated representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to

enable Owner to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work".

- b. Complete the work as Owner may deem expedient.
3. If Owner proceeds as provided in Paragraph E. 2 above, Vendor/Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Vendor/Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Vendor/Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.
4. Notwithstanding above Paragraphs E. 2. and E. 3., Vendor/Contractor's services will not be terminated if Vendor/Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.
5. Where Vendor/Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Vendor/Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Vendor/Contractor by Owner will not release Vendor/Contractor from liability.
6. If and to the extent that Vendor/Contractor has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND" , the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.

F. Litigation:

1. Should the Owner be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Vendor/Contractor shall not be entitled to any claim or damages, or otherwise, nor may the Vendor/Contractor withdraw from the Contract except by and with the consent of the Owner. The Vendor/Contractor shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the Owner Designated Representative.
2. If the Owner is permanently prohibited or enjoined from proceeding with the work herein contemplated, the Owner may terminate this Contract and pay the Vendor/Contractor a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten

percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Vendor/Contractor. The sum thus computed shall be paid to the Vendor/Contractor within thirty (30) days after the Owner shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

6.24. DISPUTE RESOLUTION

- A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision as provided in above Section titled "CHANGES IN THE WORK; CLAIMS:" Paragraph entitled "Claims" before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect as described in said "Claims" Paragraph .
- B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to above Section entitled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Execution of Change Orders" paragraph C. or Paragraph Titled "Notification of Surety" Paragraph D. shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
 1. Agrees with the other party to submit the claim to another dispute resolution process, or
 2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

6.25. MISCELLANEOUS

- A. Giving Notice:
 1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - a. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
 - b. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- B. Computation of Times: When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last

day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

- C. Cumulative Remedies: The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
- D. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work or termination or completion of the Contract or termination of the services of Vendor/Contractor.
- E. Headings: Article and paragraph headings are inserted for convenience only and do not constitute parts of these Contract Documents.
- F. Specification and Drawings Furnished by the Owner: All specifications, drawings and copies thereof furnished by the Owner shall remain its property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.
- G. Laws and Ordinances: The Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Hernando County.
- H. Vehicle Licensing: All prime Vendor/Contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The cost shall be borne by the Vendor/Contractor. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.
- I. Handicapped Non-discrimination: The Vendor/Contractor will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

6.26. OTHER WORK AT THE SITE

OTHER WORK AT THE SITE:

- A. Related Work at Site:
 - 1. Owner may perform other work related to the project at the site with Owner's employees, or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

- a. Written notice thereof will be given to Vendor/Contractor prior to starting any such other work; and
 - b. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times that should be allowed as a result of such other work, a claim may be made therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS" Paragraph titled: "Claims".
2. Vendor/Contractor shall afford other Vendor/Contractors who are a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the work with theirs. Vendor/Contractor shall do all cutting, fitting, and patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work.
Vendor/Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner Designated Representative and the others whose work will be affected. The duties and responsibilities of Vendor/Contractor under this paragraph are for the benefit of such utility owners and other Vendor/Contractors to the extent that there are comparable provisions for the benefit of Vendor/Contractor in said direct contracts between Owner and such utility owners and other Vendor/Contractors.
3. If the proper execution or results of any part of Vendor/Contractor's work depends upon work performed by others under this section titled "OTHER WORK AT THE SITE", Vendor/Contractor shall inspect such other work and promptly report to Owner Designated Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Vendor/Contractor's work. Vendor/Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Vendor/Contractor's work except for latent defects and deficiencies in such other work.

B. Coordination:

1. If Owner intends to contract with others for the performance of other work on the project at the site, the following will be set forth in the Contract Documents:
 - a. The individual or entity who will have authority and responsibility for coordination of the activities among the various Vendor/Contractors will be identified;
 - b. The specific matters to be covered by such authority and responsibility will be itemized; and

2. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

6.27. MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEETS:

- A. In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

6.28. TRENCH SAFETY ACT

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes, and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (Sub-Part P) as amended. All costs associated with complying with these requirements shall be included in the bid. The Trench Safety Act Compliance Form attached in Questionnaire, must be submitted with the bid.

6.29. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this Solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

7. SCOPE AND SPECIFICATIONS

7.1. PROJECT SUMMARY:

This project consists of comprehensive upgrades, expansions, and operational improvements to the Ridge Manor Wastewater Reclamation Facility (WRF) and associated collection system. The work includes all environmental compliance and permitting requirements; construction of new influent, headworks, biological treatment, clarification, chemical, sludge-handling, and dewatering systems; installation of new rapid infiltration basins and plant utility infrastructure; and completion of civil, structural, electrical, and instrumentation improvements across the site. The project also includes construction of a new Emergency Operations Structure, replacement of critical piping, upgrades to existing lift stations, demolition of outdated process components, and implementation of all temporary systems necessary to maintain continuous facility operation and regulatory compliance throughout construction. All work shall result in a fully functional, integrated, and operational wastewater treatment system completed in accordance with the Contract Documents and accepted by the Owner.

7.2. CONTRACTOR'S RESPONSIBILITIES:

The Contractor shall complete the following as per detailed specifications provided in Exhibit A: Ridge-Manor-WRF_Bid-Specs_2025-10-29.

A. **Environmental Compliance and Permitting**

1. Conduct a Wildlife Survey and obtain all necessary Florida Fish and Wildlife Conservation Commission (FWC) permits related to gopher tortoise burrows, including burrow excavation and relocation to a permitted recipient site.

B. **Influent and Headworks Improvements**

1. Construct a new 24-inch influent force main and influent flow meter assembly, including support slab, piping, valves, fittings, and pipe supports.
2. Construct a new headworks structure, including: mechanical screen with wash presses, spray system with headers and nozzles connected to plant water, plant water booster pump skid, hydraulically induced grit-removal and dewatering system, biological nutrient removal (BNR) flow-splitter box with slide gates and weirs, and two-stage biological absorption/adsorption odor-control system, including all associated piping, valves, fittings, and appurtenances.

C. **Biological Treatment Structures**

1. Construct a four-stage step-aeration BNR structure, including anoxic and aeration basins, reaeration basin, submersible mixers, positive displacement blowers, fine-bubble diffusers, dissolved oxygen control system, walkways, handrails, stairs, yard piping, grading, drainage, coating systems, electrical, instrumentation and controls, and all associated appurtenances.

2. Construct two secondary clarifiers, including concrete basins, clarifier mechanisms, associated flow splitter box, slide gates, grating, piping, valves, fittings, and appurtenances.
3. Construct or modify return-activated sludge (RAS) and waste-activated sludge (WAS) pumping stations, scum pumping stations, and associated piping, valves, pumps, and appurtenances.

D. Chlorine Contact and Chemical Systems

1. Construct a chlorine contact tank (CCT), including wet wells, channels, effluent clear wells, Parshall flume, flow transponder, motor-actuated slide gates, yard piping, stairs, handrails, lighting, electrical, instrumentation and controls, and appurtenances. The CCT shall accommodate future expansion.
2. Construct a chemical storage building, including dual containment sodium hypochlorite tanks, chemical feed pump skids, canopy structure, piping, valves, and associated appurtenances. Supply and install temporary chemical feed systems as needed during construction.

E. Sludge Handling and Dewatering

1. Construct aerated sludge-holding tanks with blowers, coarse-bubble diffusers, transfer pumps, drainage, manholes, piping, valves, and appurtenances. Modify existing tanks with new transfer pumps and associated equipment.
2. Construct a dewatering building, including concrete pad, pre-engineered metal building, lighting, electrical, plumbing, ventilation, overhead doors, man-doors, drainage, piping, valves, and appurtenances.
3. Construct vacuum truck dump stations and plant drain pump stations with all necessary pumps, piping, valves, fittings, and appurtenances.

F. Rapid Infiltration Basins (RIBs)

1. Replace existing RIB piping, fittings, and appurtenances.
2. Construct RIBs 3 and 4, including clearing, grubbing, excavation, grading, piping, concrete slabs, bollards, and associated appurtenances.

G. Water Pumping and Plant Utilities

1. Construct a plant water pumping station including vertical turbine pumps, flow meters, valves, piping, supports, and appurtenances.
2. Construct a new 12-inch PVC force main from Lift Station 1 to the existing 16-inch force main, including excavation, compaction, dewatering, piping, valves, fittings, and concrete encasement as required.

H. Civil, Structural, Electrical, and Instrumentation Work

1. Perform civil and structural improvements throughout the plant, including grading, stormwater drainage, asphalt paving, riprap, CMU buildings, stairs, access hatches, handrails, canopies, sumps, equipment pads, concrete fill, and coatings.
2. Perform electrical and instrumentation work, including new electrical buildings, lighting, conduits, pull boxes, motor control centers, switchgear, SCADA integration, variable-frequency drives, emergency generator, and other control equipment.
3. Upgrade existing sewage lift stations in the County's collection system, including pumps, impellers, bypassing, piping, and electrical modifications.

I. Demolition and Temporary Operations

1. Demolish existing components as necessary for installation of new systems, including influent flow meter assembly, headworks, oxidation ditch, secondary clarifiers, pumping stations, chemical storage, MCC panels, generator, and associated equipment.
2. Provide all bypassing and flow diversions required to maintain WRF operation and permit compliance during construction. Coordinate temporary or limited shutdowns with the Owner and maintain all permits during such operations.

J. Final Requirements

1. Install all yard piping, coordinate utility conflicts, verify field elevations, and perform excavation, compaction, dewatering, and installation of piping, valves, fittings, and concrete encasements as indicated in the Contract Documents.
2. Construct a 2,526-square-foot Emergency Operations Structure (EOS), including CMU block walls, concrete slab, metal roofing, windows, doors, patio, plumbing, electrical, flooring, and finishes.
3. Obtain all necessary construction-related permits.
4. Perform all work required to deliver a complete and operable wastewater treatment system connected to the existing facility, in accordance with the Construction Drawings, Technical Specifications, and Contract Documents, and as accepted by the Owner.

Comprehensive specifications can be found in **Exhibit A: Ridge-Manor-WRF_Bid-Specs_2025-10-29**

8. PRICING PROPOSAL

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Solicitation for the amounts specified in this Pricing Proposal, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Pricing Proposal for various items are estimated only and may be increased or decreased as provided in the Contract.

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	1	Mobilization/Demobilization, Environmental Protection, Maintenance of Traffic, and General Conditions (not to exceed 8% of the Base Bid)	1	LS		
Construct Wastewater Reclamation Facility (WRF) Expansion						
2	2a	Influent Flow Meter Assembly	1	LS		
3	2b	Headworks (including Biological Nutrient Removal (BNR) Flow-Splitter Box and Odor Control System)	1	LS		
4	2c	BNR System (including supplemental Carbon Feed and Chemical Analyzers)	1	LS		
5	2d	Secondary Clarifiers (including Flow Splitter Box)	1	LS		
6	2e	Chlorine Contact Chamber (including Parshall Flume and Flow Transponder, Chlorine Analyzers, Plant Water/Effluent Clearwell)	1	LS		
7	2f	Plant Water Pump Station	1	LS		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
8	2g	Chlorine Storage Building (including temporary chemical feed system as part of Construction Sequencing, Chlorine Feed Pump Skids, and Dual-Containment Chlorine Storage Tanks)	1	LS		
9	2h	Rapid Infiltration Basins (RIBs) (including Embankment Excavation, Filling and Grading, and Construction Sequencing)	1	LS		
10	2i	Aerated Sludge Tanks (including Construction Sequencing and Existing Aerated Sludge Tank modifications)	1	LS		
11	2j	Dewatering Building	1	LS		
12	2k	Vacuum Truck Dump Station	1	LS		
13	2l	Plant Drain Pump Station No. 1 Upgrades (including Construction Sequencing)	1	LS		
14	2m	Plant Drain Pump Station No. 2	1	LS		
15	2n	Yard Piping (including Plant Water Loop, Potable Water, Force Mains Drainage System and Stormwater Pond Expansion, and RIB Piping)	1	LS		
16	2o	Electrical Instrumentation, and Supervisory Control and Data Acquisition (SCADA) Components (including Electrical Buildings No. 1 and No. 2)	1	LS		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
17	2p	Abandonment of one Background Monitoring Well and Installation of two New Monitoring Wells	1	LS		
18	3	Construct Emergency Operations Structure	1	LS		
Existing Site and Facility Demolition						
19	4A	Demolish and Remove Existing Influent Flow Meter Assembly	1	LS		
20	4B	Demolish and Remove Existing Headworks	1	LS		
21	4C	Demolish and Remove Existing Oxidation Ditch	1	LS		
22	4D	Demolish and Remove Secondary Clarifiers	1	LS		
23	4E	Demolish and Remove Existing Chlorine Contact Tank	1	LS		
24	4F	Demolish and Remove Existing Effluent Pump Station	1	LS		
25	4G	Demolish and Remove Existing WRF Generator and Covered Diesel Fuel Tank	1	LS		
26	4H	Demolish and Remove Existing Motor Control Center	1	LS		
27	4I	Demolish and Remove Existing Chemical Storage Building	1	LS		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
28	4J	Demolish and Remove Existing Plant Drain Pump Station Pumps, Pump Rail System, Wet Well Piping, Valve Vault, and Controls	1	LS		
29	4K	Demolish and Remove Concrete Walkways and Asphalt Pavement	1	LS		
30	4L	Demolish and Remove Yard Piping Where Shown on Contract Drawings	1	LS		
31	5	Perform Wildlife Survey and Florida Fish and Wildlife Conservation Commission (FWC) Permitting	1	LS		
32	6	Existing Lift Station Upgrades and 12-Inch Force Main Construction	1	LS		
33	7	Gopher Tortoise Burrows to be Excavated	98	EA		
34	8	Gopher Tortoise Relocation Off Site	49	EA		
35	9	Soil Stabilization and Finished Grading	103,840	CY		
36	10	Sodding	138,940	SY		
Asphaltic Paving						
37	11A	12-Inch Type B Stabilized Subgrade (LBR 40)	16,825	SY		
38	11B	8-Inch Limerock Base (LBR 100)	15,675	SY		
39	11C	3-Inch Type SP-12.5 Asphalt (Traffic Level C) (Two Lifts)	14,515	SY		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
40	12	Concrete Sidewalk	2,525	SF		
41	13	Additional Pipe and Fittings *Estimated Quantity*	500	LB		
42	14	Subsurface Utility Locates (Pot Holing) *Estimated Quantity*	10	EA		
TOTAL						

ALLOWANCES

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
43	15	Quality Control Testing Allowance	1	EA	\$50,000.00	
44	16	Record Drawings	1	EA	\$30,000.00	
45	17	Temporary RIB Feed System	1	EA	\$50,000.00	
TOTAL						

ADDITIVE BID ALTERNATE

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
46	A.1	Aerated Sludge Tank No. 5	1	LS		
47	A.2	Haul of Excess Site Fill to County Landfill *Estimated Quantity*	80,000	CY		
TOTAL						



ADDENDA REPORT
ITB No. 26-C01237/JG

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations
Structure

RESPONSE DEADLINE: January 28, 2026 at 10:00 am

Monday, February 16, 2026

Addenda Issued:

Addendum #1

Dec 15, 2025 3:35 PM

Addendum #1 for 26-C01237/JG Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

**** PLEASE NOTE: QUESTION SUBMISSION DEADLINE AND BID SUBMISSION DEADLINE HAVE BEEN EXTENDED FOR 2 WEEKS****

Attachments:

· [Addendum 1 26-T01237.JG Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure](#)

Addendum #2

Dec 23, 2025 9:09 AM

Addendum #2 for 26-C01237/JG Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

****PLEASE NOTE - TIMELINE HAS BEEN EXTENDED FOR TWO (2) DAYS UNTIL JANUARY 28TH @10:00AM****

Attachments:

· [Addendum 2 26-T01237 Ridge Manor WRF-](#)

Addendum #3

Dec 31, 2025 3:32 PM

Addendum #3

Attachments:

ADDENDA REPORT

C No. 26-C01237/JG

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

- [Addendum 3 26-C01237 Ridge Manor WRF ver. 2](#)
- [3 MGD BID ALTERNATE FIGURE 2 RIB PS LOCATION](#)
- [3 MGD BID ALTERNATE FIGURE 1 RIB 5 LOCATION](#)
- [3 MGD BID ALTERNATE FIGURE 3 BNR TANK MODS](#)
- [20251223 Revised 01200 MeasPay](#)

Addendum #4

Jan 7, 2026 9:20 AM

Addendum #4 for 26-C01237/JG Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

Attachments:

- [Addendum 4 26-T01237 Ridge Manor WRF](#)

Addendum #5

Jan 9, 2026 12:29 PM

Addendum #5 for 26-C01237/JG Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

Attachments:

- [Addendum 5 26-T01237 Ridge Manor WRF](#)

Addendum #6

Jan 21, 2026 4:36 PM

Addendum #6 for 26-C01237/JG Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

Attachments:

- [Addendum 6 26-T01237 Ridge Manor WRF](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Archer Western Construction, Llc	X	Jan 27, 2026 3:35 PM	Yolanda Perez
Wharton-Smith, Inc.	X	Jan 21, 2026 9:32 AM	Dawn Crary
Poole & Kent Company of Florida	X	Dec 16, 2025 4:00 PM	Deborah Holloway

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Archer Western Construction, Llc	X	Jan 27, 2026 3:35 PM	Yolanda Perez
Wharton-Smith, Inc.	X	Jan 21, 2026 9:32 AM	Dawn Crary

ADDENDA REPORT
C No. 26-C01237/JG

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

Poole & Kent Company of Florida	X	Dec 23, 2025 12:49 PM	Deborah Holloway
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Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
Archer Western Construction, Llc	X	Jan 27, 2026 3:35 PM	Yolanda Perez
Wharton-Smith, Inc.	X	Jan 21, 2026 9:32 AM	Dawn Crary
Poole & Kent Company of Florida	X	Jan 5, 2026 2:16 PM	Deborah Holloway

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
Archer Western Construction, Llc	X	Jan 27, 2026 3:35 PM	Yolanda Perez
Wharton-Smith, Inc.	X	Jan 21, 2026 9:32 AM	Dawn Crary
Poole & Kent Company of Florida	X	Jan 7, 2026 3:07 PM	Wendy Campbell

Addendum #5

Proposal	Confirmed	Confirmed At	Confirmed By
Archer Western Construction, Llc	X	Jan 27, 2026 3:35 PM	Yolanda Perez
Wharton-Smith, Inc.	X	Jan 21, 2026 9:32 AM	Dawn Crary
Poole & Kent Company of Florida	X	Jan 12, 2026 4:30 PM	Deborah Holloway

Addendum #6

Proposal	Confirmed	Confirmed At	Confirmed By
Archer Western Construction, Llc	X	Jan 27, 2026 3:35 PM	Yolanda Perez
Wharton-Smith, Inc.	X	Jan 27, 2026 11:21 AM	Dawn Crary
Poole & Kent Company of Florida	X	Jan 22, 2026 12:42 PM	Deborah Holloway



ADDENDUM # ONE (1)

TO THE CONTRACT DOCUMENTS FOR THE

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

**IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 26-C01237/JG**

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. Questions and Answers

1.Q. Given the size of this project and the current demanding market conditions, we would like to request a two-week extension of the bid date.

1.A. Please see Paragraph B **CHANGES**, of this Addendum #1.

2.Q. Due to the complexity of the project, the level of detailed pricing breakout required, and the upcoming holiday period affecting subcontractor availability, we are concerned that the current schedule does not allow sufficient time to obtain complete, competitive bids and prepare an accurate estimate and proposal. We respectfully request a two-week extension to the bid due date to ensure a thorough and reliable submission.

2.A. Please see the answer to question #1.

3.Q. We would like to request a two-week extension on the bid date due to the upcoming holidays, in order to give time to vendors and subcontractors for pricing.

3.A. Please see the answer to question #1.



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

B. CHANGES

OVERVIEW is revised as follows:

Timeline

Release Project Date: December 10, 2025
Pre-Proposal Meeting (Non-Mandatory): December 17, 2025, 10:00am
Hernando County Utilities
15365 Cortez Blvd, Brooksville, FL 34613
Question Submission Deadline: ~~December 22, 2025~~, [January 5, 2026](#) 5:00pm
Proposal Submission Deadline: ~~January 12, 2026~~ [January 26, 2026](#), 10:00am
Administrative Conference Room at 15470 Flight Path Drive Brooksville, FL 34604

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer



PROCUREMENT DEPARTMENT

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ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 26-C01237/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. What is the engineer's estimate or budget for the project?

1.A. The Engineer's estimate for this project is \$92,000,000.00

2.Q. Confirm requirement for this project related to AIS, Buy American, Davis Bacon, MWBE, etc.

2.A. There are no AIS, Buy American (BABA), Davis Bacon or MBWE requirements for this project.

3.Q. Will there be any requirements OR interest in Drone Services on this project? ie pre/post site conditions, progress photos, video, 360 Aerial panos, 2d site overview ect?

3.A. The use of drone services is permitted as provided for in Article 3.03 of Section 01325 – Construction Photos and Videos, but it is up to the General Contractor to select to use drones.

4.Q. Does the "plant experience" / completion of projects have to be within the last 7 years, or would the county be open to a broader time frame?

4.A. No, the County is firm on the requirement that references/experience must be from projects that have been substantially completed as of the due date, January 26, 2026, of this solicitation.

5.Q. Do the overhead doors require any safety features not shown on the plans, such as electric safety edges or electric photo eyes?

5.A. No, they are not required.

6.Q. Are the CAD files available for civil contractors to bid from?

6.A. NO, CAD files will be provided to the contractor awarded the Contract.



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7.Q. Is the bid bond supposed to cover the base bid only, or the base bid plus alternates?

7.A. The Bid Bond should cover the Base Bid only.

8.Q. There is no place on the bid form to enter the cost of the payment and performance bond, builder's risk, general liability/contractor insurance, or general requirements. Please clarify.

8.A. In Section 8, Pricing Proposal, Line Item 1 Mobilization/Demobilization, Environmental Protection, Maintenance of Traffic, and General Conditions (Not to exceed 8% of the Base Bid) should be used to cover those costs.

9.Q. 2.01 A. - 218 GPM per pump. Design TDH is 68' (30 PSI). Inlet pressure not mentioned. If 30 PSI boost, is our inlet 50 PSI?

9.A. Yes, the plant water pump station is designed to deliver 60 PSI to the plant water pipeline loop and 50 PSI is anticipated at the location of the booster pumps.

10.Q. There are several forms required with the bid, but the links appear to be broken or inaccessible. Will there be documents available with links for the Vendor Registration Form, Local Vendor Affidavit, Corporate Affidavit, Bid Bond Form, Reference Check, Trench Safety Act, HC Employment Disclosure, and Anti-Human Trafficking Affidavit.

10.A. Do not use the links that are contained within the downloaded pdf. Please download all documents directly from the Vendor Questionnaire in Open Gov.

11.Q. We request a two-day extension to the bid so the bid date and time becomes a Wednesday at 10 am. The current date, being a Monday 10 am, will be difficult to close the bid out and submit, as most of the quotes from subs and vendors are received the previous evening or in the last 3 hours before the bid.

11.A. Please see Section B, CHANGES, of this Addendum #2.

12.Q. Door D16 at the maintenance building shows an HM door that is 8/10. Can you please confirm that this is, in fact, a single HM door, and not an OH door or a double door?

12.A. Door 16 at the Maintenance Building is a double HM door.

13.Q. Table 11214-1 States that the pump shaft shall be a minimum of 6" diameter. Can this be revised to the correct size?

13.A. The pumps shall be a minimum of 1" diameter.

14.Q. Table 11214-1 States that the pump shaft shall be a minimum of 6" diameter. Can this be revised to the correct size?

14.A. The correct pump best efficiency pump (BEP) for the model specified is 76.74%.



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15.Q. Can "Pioneer" be added to the list of acceptable manufacturers for RAS Pumps 101-P-1 through 4 and WAS Pumps 102-P1 & 2?

15.A. No, Pioneer will not be added to the list of approved products for the RAS pumps.

B. CHANGES

1. **OVERVIEW** is revised as follows:

Timeline

Release Project Date: December 10, 2025

Pre-Proposal Meeting (Non-Mandatory): December 17, 2025, 10:00am

Hernando County Utilities

15365 Cortez Blvd, Brooksville, FL 34613

Question Submission Deadline: January 5, 2026 5:00pm

Bid Submission Deadline: ~~January 26, 2026~~ [January 28, 2026](#), 10:00am

Administrative Conference Room at 15470 Flight Path Drive Brooksville, FL 34604

2. In Section 9, **ATTACHMENTS**, Remove ~~Exhibit A Ridge Manor WRF & EOS Bid Specs_2025-10-29~~ and *replace with* [Ridge-Manor-WRF_Bid-Specs_2025-10-29 - Revised 12-22-2025](#)

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC

Chief Procurement Officer



ADDENDUM # THREE (3)

TO THE CONTRACT DOCUMENTS FOR THE

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

IN HERNANDO COUNTY, FLORIDA SOLICITATION NO. 26-C01237/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

I. Clarifications/Additions

1. To address rapid growth in the Ridge Manor Subregional WRF sewer service area, the County is pursuing the ability to re-rate and expand the current WRF plant capacity from 2.0 MGD to 3.0 MGD AADF. This can be accomplished with the following improvements:
 - a. Increase effluent disposal capacity with the addition of RIB No. 5 with a bottom surface area of 548,856 sf (12.6 acres). RIB No. 5 will be located on the northside of the new WRF plant site as shown in Figure 1 (attached). The elevation of the RIB bottom is proposed at El. 85.00 NAVD 1988, and the top of the RIB berm is proposed at El. 90.00, with 4:1 berm side slopes constructed in accordance with the details contained within the existing Bid Drawings. Excess fill from the construction of RIB 3 and RIB 4 will be utilized to fill the site and create the RIB berms and side slopes. Provide a Lump Sum Cost (Alternate Bid Item A.3.a) to construct RIB 5 using existing soils from on-site excavations.
 - b. Add an effluent disposal pump station consisting of two pumps, each sized for 2,800 gpm @ 27.2 feet TDH. The pumps will be Cornell Delta Vortex horizontal end suction pumps to withdraw reclaim water from the RIB splitter box and be connected to a 12-inch forcemain that pumps to RIB 5 as shown in Figure 2 (attached). The duplex pump station will be located on the west side of the Chlorine Contact Chamber Clearwell, and the pump suction pipe connected to the fourth RIB discharge wetwell. The duplex pump station will be installed on a 18-feet by 18-feet concrete equipment pad as shown in Figure 2. Provide a Lump Sum Cost (Alternate Bid Item A.3.b) to construct the effluent disposal pump station, equipment pad and pipe supports, and discharge forcemain including all mechanical, structural, electrical, I&C and SCADA.



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- c. Modify the discharge end of the existing 4-Stage Step-Feed BNR basin by converting the existing Final Anoxic/Reaeration basin to a 5th stage Anoxic Basin followed by a new 5th Stage Aeration Basin and a new final Anoxic/Reaeration Basin with drop box for flow to the final clarifiers as shown in Figure 3. Contractor to construct 12-inch above grade feed line to 5th Anoxic Basin from the BNR splitter box. Contractor to relocate the existing staircase and connect 24-inch clarifier feed piping to the new dropbox. Contractor to construct the new Anoxic/Aeration Basin and final Dual Anoxic and Final Reaeration basin while maintaining the existing 4-Stage Step Feed BNR basin in-service. Contractor to setup and maintain a bypass pumping operation to make the final tank and piping connections. Provide a Lump Sum Cost (Alternate Bid Item A.3.c) to construct the concrete basins, provide 3 additional anoxic basin mixers, 3 bays of fine bubble aeration (Aeration Grids 5A, 5B, and 5C), and relocate the reaeration tank coarse bubble equipment (Reaeration Grid 5A) to the new reaeration tank. Provide pipe supports, and connect blower aeration piping including all mechanical, structural, electrical, I&C and SCADA.

II. Change in Question Submission Deadline

The deadline to submit questions has changed to January 7, 2026 at 5 p.m.

III. Attachments

1. Ridge Manor WRF Additive Alternate Bid Item A.3, Figure 1, Location of Proposed Rib 5
2. Ridge Manor WRF Additive Bid Alternate Item No. A.3.b
3. Ridge Manor WRF Additive Alternate Bid Item A.3.c, Figure 3, BNR Tank Additions
4. Revised Section 01200, Measurement and Payment

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPB, CPPO, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer



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ADDENDUM # FOUR (4)

TO
THE CONTRACT DOCUMENTS
FOR THE

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 26-C01237/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

1.Q. Due to the size and complexity of the project, can the question submission deadline be extended a week to January 14th?

1.A. No, there will be no further extensions of the deadline for questions for this solicitation.

**BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA**

Felicia Holmes, Procurement Manager, NIGP-CPP, CPPO, CPPB

For: Carla Rossiter-Smith MSM, PMP, GPC

Chief Procurement Officer



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ADDENDUM # FIVE (5)

TO
THE CONTRACT DOCUMENTS
FOR THE

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 26-C01237/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. QUESTIONS AND ANSWERS

- 1.Q. Specification 11225 section 2.03.I.2. & 3. describe a conventional skimming system with one 4' wide scum box and two articulated skimmer assemblies. But clarifier drawing M48 shows a 20' long scum trough and two 20' long neoprene skimmer blades. Please clarify if the 4' scum box or the 20' scum trough is required.**
- 1.A. The written specification is correct. A conventional 4 foot scum box is required.
- 2.Q. Drawing M47 shows 2 stub arms but the specification 11225 does not calls for stub arms. Are stub arms required?**
- 2.A. The written specification is correct. No stub arms are required.
- 3.Q. Please identify the permit costs in accordance with the following: Florida 218.80 Public Bid Disclosure Act.**
- 3.A. All county permit fees will be paid for by the County.



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4.Q. The existing Ridge Manor WRF is located behind a secure perimeter fence with barbed wire and an access-controlled gate. Please clarify the expected logistics for subcontractor access during construction. 1. Will the GC or the Owner be responsible for creating a separate construction entrance? --If so, is temporary fencing or reconfiguration of the perimeter required? 2. Will subcontractors be permitted to use the existing WRF entrance gate, or will separate controlled access be established for construction personnel and deliveries? 3. Are background checks or security clearances (badging, ID cards, etc.) required for subcontractor personnel entering the facility? --If so, please describe the process, lead times, costs, and whether it applies to all trades or only specific scopes. 4. Will site access be limited to specific hours, or will subcontractors have gate access privileges (e.g., codes, cards, security escort)? 5. Are there any existing operations within the facility that must be protected from construction access or require coordination for entry?

- 4.A. 1) Contractors can use Ridge Manors WRF main gate but, the contractor needs to install a rumble mat on the frontage road before leaving the site.
- 2) Yes, the contractor and sub subcontractors can use the main entrance gate.
- 3) There are no background checks or security clearances in the form of badges/ID's required.
- 4) Subcontractors need to coordinate with the General Contractor.
- 5) Existing operations should not be impeded/impacted by construction activity.

5.Q. Can Perry Fiberglass Products, Inc. be added as a named supplier?

- 5.A. No, Perry Fiberglass Products, Inc. will not be added as a named supplier for Odor Control System Equipment.

6.Q. See plan sheet M25. There are (2) locations of 10" MJ on the 10" FM-1 line from PDPS1 TO HEADWORKS. Are these supposed to represent fittings? Please advise

- 6.A. Please see Exhibit J "08375-060-Yard Piping-Addendum 5" of Section 9 ATTACHMENTS, for clarification.

7.Q. The plant drain pump stations are shown on plan sheets M66, M67, M68, and M69. Please clarify the location where the pipe material transitions from FM-3 (316 stainless steel) to FM-1 (ceramic epoxy lined ductile iron) for both pump stations.

- 7.A. Please see Exhibit J "08375-060-Yard Piping-Addendum 5" of Section 9 ATTACHMENTS, for clarification.



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8.Q. The plant drain pump stations are shown on plan sheets M66, M67, M68, and M69. There are different sizes shown for piping, fittings, and valves that connect together. Plan sheet M66 for example, shows a 12" 90 BEND connecting to a 10"x6" REDUCER and a 10"x6" TEE. A 10"x6" TEE connects to a 10" PLUG VALVE on the 6" side of the TEE. The 10" CHECK VALVES connect to a 12" FCA that is shown on 6" FM-3 piping. Plan sheet M68 shows 10" FCA, 10" PLUG VALVE, and 10" CHECK VALVE between the 6" side of a 10"x6" TEE and 6" piping on the other side. Please clarify.

8.A. Please see Exhibit J "08375-060-Yard Piping-Addendum 5" of Section 9 ATTACHMENTS, for clarification.

9.Q. Plan sheet M23 shows a 12" 90 DEG MJ BEND on the 10" FM-1 buried line. Please confirm this fitting is to be a 10" 90 DEG MJ BEND or provide clarification.

9.A. Confirmed, the fitting is to be a 10" 90 DEG MJ BEND.

10.Q. Plan sheet M59 indicates a pipe abbreviation of PLW-1 for the exposed discharge piping at the plant water pump station. PLW-1 is not included in the PIPE SCHEDULE on plan sheet M2. Please provide more information for the PLW-1 designation.

10.A. See chart below:

Abbreviation	Flow Stream ID	Pipe/Duct Material	Pipe/Duct Material Abbreviation	Specification Number	Pipe Lining	Operating Pressure (PSIG)	Field Test Pressure (PSIG)	Color Code	Specific Notes
PLW-1	Plant Water	Ductile Iron	DI	15155	Cement Mortar	100	150	Purple	(C)(1)

11.Q. There is an 8" gate valve shown on plan sheet M59 with a valve type of 8V930. This valve type is not shown on the M2 valve schedule or in specification section 15110. Please advise which is the correct valve type.

11.A. 8" gate valve on M59 is valve type 8V680.

12.Q. The civil drawings call for milling and resurfacing, but Sheet C16 does not provide a pavement section specific to this work. Please confirm the following: 1. Is there a specific milling depth and asphalt replacement thickness intended for this scope? 2.. What type of asphalt is to be used? 3. Should we assume one of the typical pavement details shown on C16 applies to this resurfacing scope?

12.A. 1) Pavement milling depth and asphalt replacement thickness is 1.5-inches.

2) Asphalt to be 1.5" TYPE SP-12.5 (1 lift) TRAFFIC LEVEL C Asphaltic Concrete.

3) Relating to resurfacing, the New Pavement Detail on Drawing C-16 applies.



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- 13.Q. We would like to propose prestressed concrete as an alternative to cast-in-place for the Clarifiers. Please confirm that AWWA D110 Prestressed Concrete tanks with a Type II core wall are permitted in place of the current cast-in-place design. The prestressed concrete tank manufacturer will be responsible for design and will provide a 5-year warranty that includes 100% tank watertightness and exterior coatings .**
- 13.A.** No, prestressed concrete tanks are not approved for use on this project.
- 14.Q. Per addendum #3, the question deadline has been extended to January 7, 2026 at 5 p.m. The OpenGov website is still showing questions due in 2 days as of 01/03/2026. Please advise.**
- 14.A.** Please see OVERVIEW section in Open Gov. The question submission deadline is updated to January 7, 2026.
- 15.Q. The process drains shown on plan sheet M29 show TO MH-10. Plan sheets M18 and M14 indicate these drains terminate at MH-5. Please advise.**
- 15.A.** The process drains on Plan Sheet M29 and M18 terminate at MH-5 as depicted on M14.
- 16.Q. Would the County / Engineer consider adding "Simflo" as a pump manufacturer for the vertical turbine pumps?**
- 16.A.** No, The county will not add "Simflo" as an alternate for the Vertical Turbine Pumps.
- 17.Q. Plan sheet M36 shows the expose 4" DR-2 drain piping coming from the biological reactor vessel and connecting to the underground drain piping. Sheet M2 shows DR-2 as C900 PVC. Should the exposed drain piping be classified DR-1 (P401 lined ductile iron) and the buried classified DR-2 (PVC C900)?**
- 17.A.** The 4" DR-2 shown on M36 is correct, due to the low pH of the odor system drain water.
- 18.Q. In regards to SECTION 11610 NUTRIENT SAMPLING ANALYZER AND EQUIPMENT**
- 1.10 A –States parameters included are Ammonia, Nitrate, Nitrite only. However, 2.01.8 shows orthophosphate as well so please confirm the correct parameter setup**
- 2.02 D 5 – Need clarification from the contractor that this check valve is to be included in the scope of the Sampling Analyzer supplier, or is it in the scope of the engineering firm who wins the bid.**
- 2.05 A - This part needs to be changed from “Dual Element Filter Cleaner” to “Crossflow Assembly, Quad Element Assemblies and Cleaning Stand”**
- 18.A.** Please see Line 1 of Part B, ADDITIONS/CHANGES of this Addendum #5.



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19.Q. In regards to SECTION 11610 NUTRIENT SAMPLING ANALYZER AND EQUIPMENT 2.01.8 - Sampling Parameter Ranges:

- a. Ammonia: 0.2 to 100.0 mg/L as N.
- b. Nitrate: 0.1 to 30.0 mg/L as N.
- c. Nitrite: 0.1 to 5.0 mg/L as N.
- d. Ortho-Phosphate: 0.05 to 5.0 mg/L as P.

The standard range for ammonia is 0.2 - 30 mg/L, however, on Sequencer systems we have loaded a special 1.0 - 40 mg/L for sample locations prior to the 1st aeration zone. Please revise 2.02.B.10. Nutrient Analyzer Sampler Controller The analyzer controller shall be provided with contacts to control the on and off operation for each of the five sample pumps with the following input and output signals: a. AB Ethernet IP is acceptable to provide registers to communicate pump control (request/acknowledge), operational status and nutrient data.

All data is communicated via the Ethernet IP module in the Sequencer. Please revise 2.04.A EQUIPMENT CONTROLS AND ALARMS as there is no EIE when a Sequencer is used A. All communication is through the Sequencer Ethernet module.

19.A. Please see Line 1 of Part B, **ADDITIONS/CHANGES**, of this Addendum #5.

20.Q. 11322

2.04.A.4. States that each control system shall include a PLC, OIU, UPS, ethernet switch, etc. The drawings do not clarify if the Grit Pump panel requires these devices. Please confirm.

2.04.A.9. This section indicates WIKA for pressure gauges. 15125.2.03.A indicates Ashcroft is also acceptable. Hydro has more experience with Ashcroft. Please confirm either brand can be used.

2.05. Please clarify if Grit panel control spares as outlined in 13090 and 13100 should be supplied by grit concentrator manufacturer.

2.05.H.2. LCS E-Stop push button is outlined but does not appear on drawings. Please confirm if the LCS is to be supplied.

15110

2.15.D.1. Hydro's standard is a Milliken Plug Valve. Please confirm this is an acceptable substitution. Cut sheet attached.

15119

2.03.A. Hydro does not use modulating, and the list of valves are for the BNR. Does Hydro need to comply with this section?



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20.A. 2.04.A.4. It is believed the Bidder was actually referring to 2.05.A.4. The grit control panel 12-GRCP-1 does not require a PLC, OIU, UPS, ethernet switch. The panel will include the NEMA rated motors starters and HOA, ETM, RL etc, for each pump, NEMA 4X 316 stainless steel enclosure with dead front door, main, branch and motor breakers. 480 volt panels to be UL rated at 42K SCCR.

2.04.A.9. YES, confirm both WIKA and Ashcroft are acceptable.

2.05 YES, these are to be supplied by grit concentrator manufacturer.

2.05.H.2. YES, E-stop push button is to be supplied.

15110 2.15.D.1. As the valve is an integral component of the equipment, a Milliken Plug Valve is acceptable.

15119 2.03.A. NO

21.Q. 1. **Specification section 11331-2.04.A.6 outlines a ControlLogix PLC for the screen/press control panel. The CompactLogix 5069 series PLC provides significant cost saving while delivering the same Logix architecture, programming environment, and integration as a ControlLogix PLC. Can you confirm if a CompactLogix 5069 PLC, with CPU such as the 5069-L306ER, would be acceptable in lieu of a ControlLogix PLC?**

2. Specification section 11331 does not outline any kind of level sensing device associated with the wash press but drawing I04 appears to show a level switch (LS-111) near the wash press. Can you confirm if this device is to be included with the screen/press scope. Additionally, can you confirm the type of level device and how it will be incorporated into the control logic of the system?

3. Specification section 11331-2.04.B.8 outlines a radar level transmitter that will be mounted in a NEMA 4X, polycarbonate enclosure. Drawing I04 appears to show the radar level sensors wired directly to main control panel, without the use of a transmitter. Can you confirm if a transmitter is required for the radar level devices? Please note, levels will also be displayed on the control panel operator interface.

4. Specification section 11331 includes a general reference to Div 13 for control panel requirements. Section 13030 includes extensive programming requirements and appears to be requirements for SCADA. Can you confirm if the screen/press control panel is required to meet the requirements outlined in this section?

5. Specification section 13090-2.03.B.5 requires sunshields for panels mounted outdoors. Drawing M32 appears to show the control panel mounted under a canopy. Can you confirm that an individual sun shield for the screen/press control panel is not needed and that the canopy will provide protection for this control panel?



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- 21.A. 1. Response: A CompactLogix 5069 PLC, with CPU, 5069-L306ER is acceptable.
2. Response: Yes, LSH-111 shall be included. The device is a float switch made intrinsically safe. Upon activation of high level, an alarm shall be transmitted to the SCADA system and if allowed by the control system, will start the screen/wash process.
3. Response: The NEMA 4X, polycarbonate enclosure is not required per earlier correspondence with the screen/wash manufacturer. The radar transmitter and related power supply will be located within the control panel enclosure.
4. Response: No, control panel is not required to meet the requirements outlined in Section 13030
5. Response: Yes, an individual sun shield for the screen/press control panel is required.
- 22.Q. There appears to be some site grading that is not associated with the RIBs embankment or any particular work area. Please advise which Bid Item that work should be included in.**
- 22.A. Site grading not associated with the RIB embankments should be included in Bid Item 9 Soil Stabilization and Finish Grading
- 23.Q. The door schedule for the EOS Building includes hardware that is not shown in Specification Section 08710, Door Hardware, Section 3.07. The hardware sets not shown are Sets 8a, 8.1, 09, 10, and 11. Please clarify which hardware sets will be used.**
- 23.A. Please see Line 5 of Part B, **ADDITIONS/CHANGES**, of this Addendum #5. Existing Section 08710, contained within Exhibit A, remains applicable to the other proposed buildings.
- 24.Q. Please confirm that the scum pump station and the RAS-WAS Pump Station should be included in Bid Item 2d Secondary Clarifiers.**
- 24.A. Yes, include RAS-WAS and Scum pump stations in Bid Item 2d.
- 25.Q. Please provide as-built drawings for structures to be demolished to aid in quantifying the required work.**
- 25.A. Please see Line 6 of Part B, **ADDITIONS/CHANGES**, of this Addendum #5.
- 26.Q. Do the ductile iron fittings for pipe abbreviation DR-2 (C900 PVC) drains require P401 ceramic epoxy lining? Please advise.**
- 26.A. Yes
- 27.Q. Request for Val-Matic to be listed as an approved equal for plug valve spec section. Val-Matic is listed for other process valves and meets/exceeds requirements in plug valve sub section 15110-26-2.15.**
- 27.A. No, the county will not add Val-Matic as an alternate for plug valves.



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- 28.Q. The bid bond form linked in the Solicitation under 9.4.3 is not project-specific and indicates to "INSERT SOLICITATION # INSERT NAME OF PROJECT, INSERT PROJECT CITY, STATE" on the first page and all subsequent headers. Please reissue a project-specific bid bond form for Bidders use. Thank you.
- 28.A. Please see Vendor Questionnaire question # 4.3 for correct Bid Bond Form.
- 29.Q. Due to the size and complexity of this project, we kindly request an extension to the RFI deadline so all bidders, estimators, subcontractors, and suppliers can accurately review the bid documents and submit any necessary clarification requests to the EOR. Thank you for your consideration.
- 29.A. No additional extension of time for RFIs will be made.
- 30.Q. On sheet AR-101, sheet note 10 indicates that the roof trusses are to be pre-engineered wood trusses which contradicts sheet S102 where the roof plan notes call for light gage steel trusses are to be used on the emergency operations building. Please confirm the steel trusses are to be used for the roof framing.
- 30.A. Confirmed, steel trusses are to be used for the roof framing.
- 31.Q. There were some add alternate bid items added as sketches/figures in Addendum #3. Can you provide additional drawings or information showing the routing of the suction and discharge piping, valves, etc. for additive alternate A.3.b?
- 31.A. Please see Line 3 of Part B, **ADDITIONS/CHANGES**, of this Addendum #5.
- 32.Q. If prestressed concrete tanks are allowed as an approved alternate to cast-in-place, please indicate the groundwater elevation the tanks need to be designed to in order to resist hydrostatic uplift.
- 32.A. Please see answer to Question #13 of this Amendment 5.
- 33.Q. The Bid Form lists 98 EA burrows with 49 ea tortoises to be relocated. Can the survey which generated these numbers be provided? Based on our experience, the number of tortoises can change over time. Would the county consider moving these items to an allowance in lieu of a unit price bid item included in the lump sum project price?
- 33.A. Refer to Exhibit D of the Contract Documents which contains the Biotic Survey performed. The County does not approve moving these items to an allowance in lieu of a unit price bid item.
- 34.Q. Per addendum #3, the question deadline has been extended to January 7, 2026 at 5 p.m. The OpenGov website is still showing questions due in 2 days as of 01/03/2026. Please advise.
- 34.A. Please see OVERVIEW section in Open Gov. The question submission deadline is updated to January 7, 2026.



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- 35.Q.** The quantity of gopher tortoises listed on the bid form may take several months to survey, permit, excavate and relocate. FWC regulations prohibit any work from proceeding until this relocation is complete. Is it anticipated that the gopher tortoise relocation portion of the scope be included within the 730 day project duration? Could the schedule be extended by 180 days to allow for the proper relocation of the tortoises?
- 35.A.** It is anticipated that gopher tortoise relocation work is included within the 730 day project duration. No schedule extension is approved. As outlined in Section 01815 1.07.A. Gopher Tortoise Permitting and Relocation "Gopher tortoise permitting and relocation work shall commence upon Notice to Proceed, and relocation of tortoise(s) must be completed before any site construction activity begins". These activities can occur simultaneously with the Contractor's project initiation and submittal process.
- 36.Q.** In Article 1, Section 1.01 of the contract sample document it is stated: "All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document." REQUEST: Add at the end of the sentence: "as long as they do not cause an impact in time, or money, or both, otherwise a change order must be issued. RATIONALE: The sentence written as it is can be interpreted like anything can be added on supplementary drawings after award without modifying time and money.
- 36.A.** Request denied.
- 37.Q.** In Article 1, Section 1.03 of the contract sample document, it is stated: "Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for." REQUEST: Replace this sentence for: "The Contractor shall only be required to perform work and supply materials that are expressly set forth in the specifications or drawings, or that are clearly indicated as necessary to achieve the intended result. No additional work or materials shall be required unless specifically identified in a written change order or amendment to the contract." RATIONALE: The current language exposes the contractor to undefined scope and unquantifiable risk, and it can lead to disputes over what is "reasonably inferred".
- 37.A.** Request denied.
- 38.Q.** In Article 3, Section 3.03 of the contract sample document it is stated: "This liquidated damages amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified." REQUEST: Replace this sentence for: "This liquidated damages will be the sole and exclusive remedy for delay." RATIONALE: Liquidated damages provide a clear, pre-agreed measure of compensation for delay. This allows both the owner and contractor to understand their risk and price the project accordingly. Most standard construction contracts (AIA, Consensus Docs, EJCDC) treat liquidated damages as the sole and exclusive remedy for delay damages. Same request for article 6.3.B of the General Conditions



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38.A. Request denied.

39.Q. In Article 5.29, Clause O of the General Conditions, it is stated: "The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Vendor/Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Project Manager." REQUEST: Remove this sentence. RATIONALE: • The contractor has no leverage to enforce delivery schedules, quality, and responsiveness from vendors in ODPs. If issues arise, the contractor cannot compel the vendor to resolve them yet is still responsible for project completion.

39.A. Request denied.

40.Q. In Article 6.4, Clause D of the Special Conditions, it is stated: "If, during the performance of the work, the Vendor/Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Vendor/Contractor shall promptly report it to Engineer in writing. Vendor/Contractor shall not proceed with the work affected thereby until an amendment or supplement to the Contract Documents has been issued. The more stringent requirements shall apply unless otherwise approved." REQUEST: Remove the last sentence: "The more stringent requirements shall apply unless otherwise approved." RATIONALE: The term "more stringent" is subjective and open to interpretation.

40.A. Request denied.

41.Q. In Article 6.4, Clause E of the Special Conditions, it is stated: "The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the professional shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final." REQUEST: Replace for: "In the event of errors, omissions, or discrepancies in the contract documents, the contractor shall promptly notify the owner/engineer. The parties shall resolve the issue through written clarification or change order, with appropriate adjustment to contract price and/or time. If the parties cannot agree, the matter shall be resolved in accordance with the contract's dispute resolution procedures." RATIONALE: The clause gives the professional sole authority to interpret the contract documents and make final decisions on discrepancies or omissions. The contractor has no recourse or right to dispute these interpretations.

41.A. Request denied.



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42.Q. In Article 6.12.B.4, Section C of the Special Conditions it is stated: “Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or bench mark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.” **REQUEST:** Remove this paragraph. **RATIONALE:** This paragraph is contradictory with previous ones. The main clause allows for a change order if the contractor encounters unknown underground conditions. The “Obstructions” paragraph takes that right away, saying that missing information about obstructions is not grounds for a claim.

42.A. Request denied.

43.Q. In Article 6.16.C.2. of the Special Conditions it is stated: “The contract price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the contract price. The Contract Price may only be changed by a change order. Any claim for an increase in the Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by the Owner Designated Representative. Any change in the contract price shall be incorporated in a change order.” **REQUEST:** A time period of 30 days instead of 15 days. **RATIONALE:** 15 days’ period is not sufficient to submit a claim with all necessary documentation. 30 days’ period would be more reasonable and will be consistent with the language immediately following in 6.16.E.2 which states that all “claims” have a 30 day “notice” window.

43.A. Request denied.



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- 44.Q.** In Article 6.23.B. of the Special Conditions it is stated: "The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety." **REQUEST:** Remove or modify this paragraph so Contractor is also compensated for unperformed, indirect costs, etc. An alternative language may be: "The Owner may, at any time, terminate this Contract for its convenience and without cause by providing written notice to the Contractor. In such event: 1. The Contractor shall immediately cease operations as directed, protect and secure the work, and take all reasonable steps to minimize costs. 2. The Contractor shall be entitled to payment for: o (a) All work properly performed and materials furnished up to the effective date of termination; o (b) Reasonable costs incurred for materials and equipment ordered for the work, including those in transit or already fabricated, and for which the Contractor is legally obligated to accept delivery; o (c) Reasonable demobilization and close-out costs; o (d) Reasonable overhead and profit on work not performed, calculated as a percentage of the value of the uncompleted work at the time of termination; o (e) Any documented costs incurred by subcontractors or suppliers as a direct result of the termination. 3. The Contractor shall submit a final termination settlement proposal within 30 days of the effective date of termination." **RATIONALE:** The actual wording limits compensation to only completed and acceptable work, excluding recovery of unavoidable costs directly related to termination. Although termination for convenience may be unlikely, the financial impact under this clause could be catastrophic for the Contractor.
- 44.A.** Request denied.
- 45.Q.** **Keynote 6** on the electrical drawings says "Voice and Data outlets and cabling shall be included in EC scope (by allowance)." Please provide an allowance amount that the county would like all bidders to equally carry.
- 46.A.** Please see Line 4 of Part B, **ADDITIONS/CHANGES**, of this Addendum #5. 1000 feet of non-plenum rated Cat 6 network cabling will be sufficient.



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B. ADDITIONS/CHANGES

1. In Section 9, ATTACHMENTS, **remove** Exhibit A, "*Ridge-Manor-WRF_Bid-Specs_2025-10-29 - Revised 12-22-2025*" **and replace with** "*Ridge-Manor-WRF_Bid-Specs_Revised 1-9-2026*"
2. In Section 9, ATTACHMENTS, Exhibit J "08375-060-Yard Piping-Addendum 5" is hereby added fully and completely as if the same were fully set forth therein and supersedes attachments to Addendum #3
3. In Section 9, ATTACHMENTS, Exhibit K "*ADD Alt Bid A.2 & A.3 SHEET EX.A.3*" is hereby added fully and completely as if the same were fully set forth therein.
4. In Section 9, ATTACHMENTS, Exhibit L "*Addendum 5 Ridge Manor Water Reclamation_FP-110_R24*" is hereby added fully and completely as if the same were fully set forth therein.
5. In Section 9, ATTACHMENTS, Exhibit M "*087100 - EOS Door Hardware Spec*" is hereby added fully and completely as if the same were fully set forth therein.
6. In Section 9, ATTACHMENTS, Exhibit N "*1992-05_Record Drawings_HCUD Ridge Manor WRF, LSs, & FMs*" is hereby added fully and completely as if the same were fully set forth therein.

BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer



PROCUREMENT DEPARTMENT

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ADDENDUM # SIX (6)

TO
THE CONTRACT DOCUMENTS
FOR THE

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

IN
HERNANDO COUNTY, FLORIDA
SOLICITATION NO. 26-C01237/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

A. CHANGES

1. In Section 9, ATTACHMENTS, **remove** Exhibit A, "~~Ridge Manor WRF_Bid-Specs_Revised 1-9-2026~~" **and replace with** "~~Ridge-Manor-WRF_Bid-Specs_Revised 1-21-2026~~"

**BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA**

Felicia Holmes, CPPO, CPPB, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC

Chief Procurement Officer



County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

WHARTON-SMITH, INC. RESPONSE DOCUMENT REPORT

ITB No. 26-C01237/JG

Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure

RESPONSE DEADLINE: January 28, 2026 at 10:00 am

Report Generated: Wednesday, January 28, 2026

Wharton-Smith, Inc. Response

CONTACT INFORMATION

Company:

Wharton-Smith, Inc.

Email:

enestimating@whartonsmith.com

Contact:

Dawn Crary

Address:

750 Monroe Road
Sanford, FL 32771

Phone:

(407) 321-8410 Ext: 3324

Website:

www.whartonsmith.com

Submission Date:

Jan 28, 2026 9:46 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jan 21, 2026 9:32 AM by Dawn Crary

Addendum #2

Confirmed Jan 21, 2026 9:32 AM by Dawn Crary

Addendum #3

Confirmed Jan 21, 2026 9:32 AM by Dawn Crary

Addendum #4

Confirmed Jan 21, 2026 9:32 AM by Dawn Crary

Addendum #5

Confirmed Jan 21, 2026 9:32 AM by Dawn Crary

Addendum #6

Confirmed Jan 27, 2026 11:21 AM by Dawn Crary

QUESTIONNAIRE

1. Company Information

VENDOR REGISTRATION*

Pass

Please download the below documents, complete, and upload.

- [Vendor-Registration-Form.pdf](#)

Vendor-Registration-Form_.pdf

W9 FORM *

Pass

Please upload your company's W9 information

W9_.pdf

W9_.pdf

UPLOAD FLORIDA PERMIT

Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

No response submitted

LOCAL PREFERENCE.*

Pass

If you are claiming local preference, please download the below documents, complete, and upload.

- [LOCAL_VENDOR_AFFIDAVIT_OF_E...](#)

LOCAL_VENDOR_AFFIDAVIT_OF_ELIGIBILITY_.pdf

2. Authorizations

AUTHORIZED REPRESENTATIVE*

Pass

Are you fully authorized to bind this company, or corporation.

Yes

AUTHORIZED SIGNATORY/NEGOTIATOR*

Pass

Please provide the information to support the statement below:

The Firm/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Firm/Contractor will be duly bound:

Name(s)

Title(s)

Email(s)

Phone(s)

Business Address(s)

Timothy S. Smith, President/CEO; tsmith@whartonsmith.com; 407.321.8410; 750 Monroe Road, Sanford, FL 32771

CORPORATE AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- [Corporate Affidavit \(4\).pdf](#)

Corporate_Affidavit_(4)_.pdf

3. Confirmations

PRICING OFFERED*

Pass

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

Confirmed

ACCEPTANCE OF TERMS AND CONDITIONS*

Pass

By responding to this Solicitation, the bidder certifies that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

We certify and declare that the foregoing is true and correct.

Please acknowledge below that you confirm the above statement:

Confirmed

ACKNOWLEDGEMENT*

Pass

Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

Confirmed

SUBMISSION CONFIRMATION*

Pass

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the

office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

DRUG FREE WORKPLACE CERTIFICATION *

Pass

I have read and attest to, in accordance with Florida Statute 287.087, hereby certify that bidder:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to this Drug Free Workplace Certificate

Confirmed

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Pass

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S., or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

Confirmed

AWARD*

Pass

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the

pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Confirmed

E-VERIFY CERTIFICATION *

Pass

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

AFFIDAVIT OF NON COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES*

Pass

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees.

Confirmed

FOREIGN COUNTRIES OF CONCERN 287.138*

Pass

287.138 F.S., prohibits agencies from contracting with companies which grant the Vendor/Contractor access to personal identifiable information if: a) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not owned, controlled or organized under the law of a Foreign Country of Concern as identified in Section 287.138,

Florida statutes. I understand that the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I have read and attest that I confirm the above is acknowledged.

Confirmed

SWORN STATEMENT 287.133 (3) (A)*

Pass

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

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

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

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

IF YOU CHOSE OPTION 3, TO THE QUESTION ABOVE, 3.10 SWORN STATEMENT 287.133(3) A, ATTACH A COPY OF THE FINAL ORDER.
No response submitted

4. Bid Bond

BID BOND CONFIRMATION *

Pass

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of

agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

Confirmed

BID GUARANTEE*

Pass

Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

Confirmed

BID BOND FORM *

Pass

Please download the below documents, complete, and upload.

- [Bid Bond Form.pdf](#)

Bid_Bond_.pdf

5. Proposal/Qualifications

REFERENCES *

Pass

Proposer must provide a minimum of **three (3)** references using the format options shown below. A combination of the format options may be used as long as three complete references are provided.

References must be individuals that can be readily contacted and have first-hand knowledge of the Proposer's performance on the specific project performed by the Proposer. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

Option 1: Please provide the below information for 3 required References:

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Option 2: Please download the attached Reference Form and upload completed references.

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e., the project must have been Substantially Complete within seven (7) years of the due date of this solicitation. Only projects that are complete or substantially complete as of the solicitation due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

- [Reference Check for Solicit...](#)

Similar_Project_Experience_&_References_.pdf

LICENSES

Pass

The Bidder must be a registered to do business in the State of Florida. **All Bidder's and/or subcontractors performing work requiring a specialty license must be licensed in the State of Florida.** This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide evidence of the required licenses as listed in this Solicitation for Bidder and all subcontractors identified herein.

Classification

Issuing Government License

Issue Date:

License Number:

License_.pdf

PLEASE PROVIDE CONSTRUCTION EXPERIENCE*

Pass

Overview of bidder/subcontractor construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

Completed_Water-Wastewater_Projects_Since_2021.pdf

EXPERIENCE SIMILAR SIZE AND SCOPE*

Pass

Documentation of bidder/subcontractor two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.

Similar_Project_Experience_&_References.pdf

ORGANIZATION CHART:*

Pass

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

Corp_&_Project_Org_Chart_.pdf

KEY SUBCONTRACTORS*

Pass

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

- (1) Earthwork construction
- (2) Earthen dike construction
- (3) Soil bentonite backfill cut-off wall installation
- (4) Wet excavation/dredging work
- (5) Concrete form work
- (6) Equipment installation
- (7) Electrical and instrumentation installation
- (8) Control system integration
- (9) Wetland planting and establishment

If no subcontractors will be employed please state "NONE"

Key_Subcontractor_List_.pdf

PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:*

Pass

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size and scope to the Ridge Manor Water Reclamation Facility Expansion & Emergency Operations Structure, within the past seven (7) years.

PM&Super_Resume_&_Similar_Projects_.pdf

6. Additional Required Forms

TRENCH SAFETY ACT COMPLIANCE*

Pass

Please download the below documents, complete, and upload.

- [Trench Safety Act Compliance...](#)

Trench_Safety_Act_Compliance_.pdf

HERNANDO COUNTY EMPLOYMENT DISCLOSURE*

Pass

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

HC_Employment_Disclosure_Certification_Statement_.pdf

ANTI HUMAN TRAFFICKING AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- [Anti Human-Trafficking-Affi...](#)

Anti_Human-Trafficking-Affidavit-2024_.pdf

PRICE TABLES

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	1	Mobilization/Demobilization, Environmental Protection, Maintenance of Traffic, and General Conditions (not to exceed 8% of the Base Bid)	1	LS	\$6,000,000.00	\$6,000,000.00
Construct Wastewater Reclamation Facility (WRF) Expansion						
2	2a	Influent Flow Meter Assembly	1	LS	\$360,000.00	\$360,000.00
3	2b	Headworks (including Biological Nutrient Removal (BNR) Flow-Splitter Box and Odor Control System)	1	LS	\$6,800,000.00	\$6,800,000.00
4	2c	BNR System (including supplemental Carbon Feed and Chemical Analyzers)	1	LS	\$11,489,000.00	\$11,489,000.00
5	2d	Secondary Clarifiers (including Flow Splitter Box)	1	LS	\$8,200,000.00	\$8,200,000.00
6	2e	Chlorine Contact Chamber (including Parshall Flume and Flow Transponder, Chlorine Analyzers, Plant Water/Effluent Clearwell)	1	LS	\$3,100,000.00	\$3,100,000.00
7	2f	Plant Water Pump Station	1	LS	\$335,000.00	\$335,000.00

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
8	2g	Chlorine Storage Building (including temporary chemical feed system as part of Construction Sequencing, Chlorine Feed Pump Skids, and Dual-Containment Chlorine Storage Tanks)	1	LS	\$610,000.00	\$610,000.00
9	2h	Rapid Infiltration Basins (RIBs) (including Embankment Excavation, Filling and Grading, and Construction Sequencing)	1	LS	\$2,200,000.00	\$2,200,000.00
10	2i	Aerated Sludge Tanks (including Construction Sequencing and Existing Aerated Sludge Tank modifications)	1	LS	\$5,000,000.00	\$5,000,000.00
11	2j	Dewatering Building	1	LS	\$1,350,000.00	\$1,350,000.00
12	2k	Vacuum Truck Dump Station	1	LS	\$1,025,000.00	\$1,025,000.00
13	2l	Plant Drain Pump Station No. 1 Upgrades (including Construction Sequencing)	1	LS	\$215,000.00	\$215,000.00
14	2m	Plant Drain Pump Station No. 2	1	LS	\$200,000.00	\$200,000.00
15	2n	Yard Piping (including Plant Water Loop, Potable Water, Force Mains Drainage System and Stormwater Pond Expansion, and RIB Piping)	1	LS	\$15,150,000.00	\$15,150,000.00
16	2o	Electrical Instrumentation, and Supervisory Control and Data Acquisition (SCADA) Components (including Electrical Buildings No. 1 and No. 2)	1	LS	\$19,000,000.00	\$19,000,000.00
17	2p	Abandonment of one Background Monitoring Well and Installation of two New Monitoring Wells	1	LS	\$29,000.00	\$29,000.00
18	3	Construct Emergency Operations Structure	1	LS	\$1,850,000.00	\$1,850,000.00

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
Existing Site and Facility Demolition						
19	4A	Demolish and Remove Existing Influent Flow Meter Assembly	1	LS	\$12,000.00	\$12,000.00
20	4B	Demolish and Remove Existing Headworks	1	LS	\$25,000.00	\$25,000.00
21	4C	Demolish and Remove Existing Oxidation Ditch	1	LS	\$115,000.00	\$115,000.00
22	4D	Demolish and Remove Secondary Clarifiers	1	LS	\$120,000.00	\$120,000.00
23	4E	Demolish and Remove Existing Chlorine Contact Tank	1	LS	\$100,000.00	\$100,000.00
24	4F	Demolish and Remove Existing Effluent Pump Station	1	LS	\$8,000.00	\$8,000.00
25	4G	Demolish and Remove Existing WRF Generator and Covered Diesel Fuel Tank	1	LS	\$22,000.00	\$22,000.00
26	4H	Demolish and Remove Existing Motor Control Center	1	LS	\$12,000.00	\$12,000.00
27	4I	Demolish and Remove Existing Chemical Storage Building	1	LS	\$32,000.00	\$32,000.00
28	4J	Demolish and Remove Existing Plant Drain Pump Station Pumps, Pump Rail System, Wet Well Piping, Valve Vault, and Controls	1	LS	\$11,000.00	\$11,000.00
29	4K	Demolish and Remove Concrete Walkways and Asphalt Pavement	1	LS	\$12,000.00	\$12,000.00
30	4L	Demolish and Remove Yard Piping Where Shown on Contract Drawings	1	LS	\$44,000.00	\$44,000.00
31	5	Perform Wildlife Survey and Florida Fish and Wildlife Conservation Commission (FWC) Permitting	1	LS	\$13,000.00	\$13,000.00

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
32	6	Existing Lift Station Upgrades and 12-Inch Force Main Construction	1	LS	\$158,000.00	\$158,000.00
33	7	Gopher Tortoise Burrows to be Excavated	98	EA	\$600.00	\$58,800.00
34	8	Gopher Tortoise Relocation Off Site	49	EA	\$3,500.00	\$171,500.00
35	9	Soil Stabilization and Finished Grading	103,840	CY	\$2.50	\$259,600.00
36	10	Sodding	138,940	SY	\$5.00	\$694,700.00
Asphaltic Paving						
37	11A	12-Inch Type B Stabilized Subgrade (LBR 40)	16,825	SY	\$8.50	\$143,012.50
38	11B	8-Inch Limerock Base (LBR 100)	15,675	SY	\$16.00	\$250,800.00
39	11C	3-Inch Type SP-12.5 Asphalt (Traffic Level C) (Two Lifts)	14,515	SY	\$29.00	\$420,935.00
40	12	Concrete Sidewalk	2,525	SF	\$19.00	\$47,975.00
41	13	Additional Pipe and Fittings *Estimated Quantity*	500	LB	\$75.00	\$37,500.00
42	14	Subsurface Utility Locates (Pot Holing) *Estimated Quantity*	10	EA	\$1,500.00	\$15,000.00
TOTAL						\$85,696,822.50

ALLOWANCES

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
43	15	Quality Control Testing Allowance	1	EA	\$50,000.00	\$50,000.00

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
44	16	Record Drawings	1	EA	\$30,000.00	\$30,000.00
45	17	Temporary RIB Feed System	1	EA	\$50,000.00	\$50,000.00
TOTAL						\$130,000.00

ADDITIVE BID ALTERNATE

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
46	A.1	Aerated Sludge Tank No. 5	1	LS	\$1,090,000.00	\$1,090,000.00
47	A.2	Haul of Excess Site Fill to County Landfill *Estimated Quantity*	80,000	CY	\$14.00	\$1,120,000.00
48	A.3.a	Construct RIB 5	1	LS	\$539,000.00	\$539,000.00
49	A.3.b	Construct Effluent Disposal Pump Station and Associated Piping	1	LS	\$659,000.00	\$659,000.00
50	A.3.c	Modify the Discharge end of the Existing 4-Stage Step-Feed BNR	1	LS	\$2,335,000.00	\$2,335,000.00
TOTAL						\$5,743,000.00

**VENDOR REGISTRATION****HERNANDO COUNTY, FL**

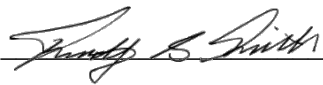
Vendor is:

☒ Corporation☐ Partnership☐ Sole Proprietorship☐ Other _____ (Explain)

Federal Employer Identification

Number or Social Security Number: 59-2392802Firm Name: Wharton-Smith, Inc.Mailing Address: 750 Monroe RoadCity Sanford State Florida Zip 32771Telephone No. 407.321.8410 Fax No. N/AWeb Address: www.whartonsmith.com E-Mail: envestimating@whartonsmith.comCommodity or Service Supply: General Construction, CMAR, Design Build

If remittance address is different from the mailing address so indicate below.

Firm Name: Same as aboveMailing Address: Same as aboveCity Same as above State _____ Zip _____Submitted by: Name & Title Printed: Timothy S. Smith, President/CEO

Directions for Submitting Application:

Vendors: Complete and return to requestor.

Staff: Attach to requisition for processing.

Please attach your completed W-9 Form**PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.**

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wharton-Smith, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 750 Monroe Road	Requester's name and address (optional)
6 City, state, and ZIP code Sanford, FL 32771	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

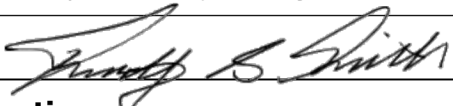
Social security number									
			-			-			
or									
Employer identification number									
5	9	-	2	3	9	2	8	0	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Timothy S. Smith, President/CEO	Date ► 01.21.2026
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Timothy S. Smith, President/CEO

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name of Company/Individual submitting sworn statement]

Whose business address is 750 Monroe Road, Sanford, FL 32771

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2392802

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

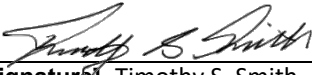
2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote? YES X NO

B. Proof of real property tax submitted with affidavit: YES NO X

C. Copy of Florida Division of Corporations Annual Report submitted with affidavit: YES NO X

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS DEPARTMENT FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.


[Signature] Timothy S. Smith, President/CEO
January 21, 2026
[Date]

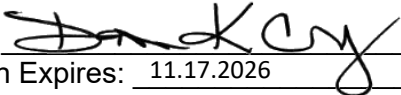
State of Florida

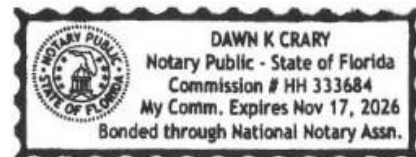
County of Seminole

The foregoing instrument was acknowledged before me this 21 day of January, 2026
by Timothy S. Smith, President/CEO

who is personally known to me X

or who has produced _____ as identification
and who did take an oath.

Notary Public: 
My Commission Expires: 11.17.2026



CORPORATE AFFIDAVIT

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA]

COUNTY OF HERNANDO] Seminole

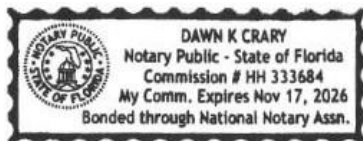
Stephanie Pompeo being duly sworn, deposes and says that ^{she} he is secretary of
Wharton-Smith, Inc., a corporation organized and existing under and by
virtues of the laws of the State of Florida, and having its principal office at:
750 Monroe Road, Sanford, FL 32771 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of
Wharton-Smith, Inc. (Name of Corporation) of the
corporation, is duly authorized to sign Timothy S. Smith, President/CEO (Title)
Ridge Manor Water Reclamation Facility Expansion &
the Bid for Emergency Operations Structure for said corporation by virtues of:
Resolution of the Board of Directors
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of
adoption).

February 29, 2024

Stephanie Pompeo
Affiant Stephanie Pompeo, Corporate Secretary/CFO

Sworn to before me this 28 day of January, 2026.



Dawn K Crary
Notary Public

This document should be completed and returned with your submittal.



CORPORATE RESOLUTION

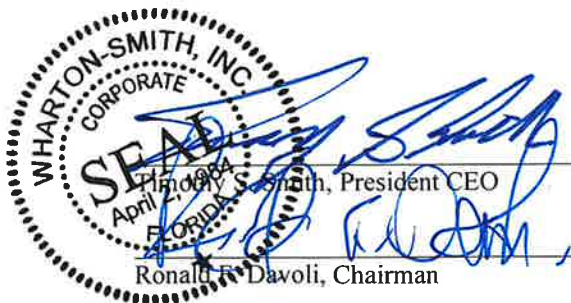
I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on February 29, 2024, a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 29th day of February 2024.
(Seal of Corporation)




Stephanie L. Pompeo, Secretary

BID BOND

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

VENDOR/CONTRACTOR (Name and Address):

Wharton-Smith, Inc.
750 Monroe Road, Sanford, FL 32771

SURETY (Name and Address of Principal Place of Business):

Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER:

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA
15470 Flight Path Drive
Brooksville, Florida 34604

BID

Project:

ITB # 26-C01237/JG Ridge Manor Water Reclamation

Facility Expansion & Emergency Operations Structure

Brooksville, Florida

BOND

Bond Number: N/A

Date (Not later than bid due date): January 28, 2026

Penal sum Five Percent (5%) of the Total Amount Bid

(Words)

5% of Bid

(Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

VENDOR/CONTRACTOR

Wharton-Smith, Inc. (Seal)

Vendor/Contractor's Name and Corporate Seal

By: Timothy S. Smith

Signature and Title
Timothy S. Smith, President/CEO

Attest: Stephanie Pompeo

Signature and Title
Stephanie Pompeo, Corporate Secretary

SURETY

Continental Casualty Company (Seal)

Surety's Name and Corporate Seal

By: April L. Lively
Signature and Title April L. Lively, Attorney-in-Fact &
(Attach Power of Attorney) FL Licensed Resident Agent

Attest: Allyson Foss Wing
Signature and Title Allyson Foss Wing, Witness

Guignard Company
1904 Boothe Circle, Longwood, FL 32750
Inquiries: (407) 834-0022

Note: Above addresses are to be used for giving required notice.

1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor the penal sum set forth on the face of this bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Vendor/Contractor's bid and Vendor/Contractor delivers within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the bid documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the bid documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this bond and the project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed one hundred twenty (120) days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notices required hereunder shall be in writing and sent to Vendor/Contractor and Surety at their respective addresses shown on the face of this bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this bond on behalf of Surety to execute, seal, and deliver such bond and bind the Surety thereby.
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as if set forth at length. If any provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

This document should be completed and returned with your submittal.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L Morris, Christine A Morton, Allyson Foss Wing, Kelly Phelan, David R Turcios, Amanda Jo Herstine, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of February, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten

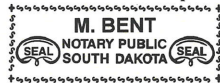
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of February, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of January 2026



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



South County AWTF Modular Expansion | 520 Teco Road Ruskin, FL 33570

This Design-Build project consists of a phased expansion to the existing 10 MGD wastewater plant.

Phase 1: Provide Reject Water 3.0 MG additional storage capacity by adding one 3.0 MG lined reject holding pond and pump station, and associated yard piping, electrical and controls.



Phase 2: Provide a Re-Rate capacity of 11 MGD AADF by adding six pumps at the Intermediate Pump Station, two filter cells, chlorine contact basin, six pumps at the effluent pump station, sodium hypochlorite and sodium bisulfite chemical systems, stormwater systems, associated yard piping, electrical and controls.

Phase 3: Provide 13 MGD capacity AADF by implementing improvements at the headworks influent flow distribution, new center flow band screens system, improvements on biological nutrient removal basins, new IMLR pumps, expanding the clarifier inflow splitter box, adding clarifier number five and six, RAS pump station number three, WAS pump station, five pumps at the reclaim water pump station, and associated electrical and controls.

Client:

Hillsborough County Water
Department
925 E. Twiggs Street
Tampa, FL 33602
Bradley Warholak, PE
813-209-3051
warholakb@hillsboroughcounty.org

Architect/Engineer:

Hazen & Sawyer
1000 N. Ashley Drive
Tampa, FL 33602
David Baar
813-623-2825
dbaar@hazenandsawyer.com

Cost: \$99,113,815 *Size:* 13 MGD

Start Date: 02/13/23

Substantial Completion: 10/07/25

Final Completion: 12/19/25

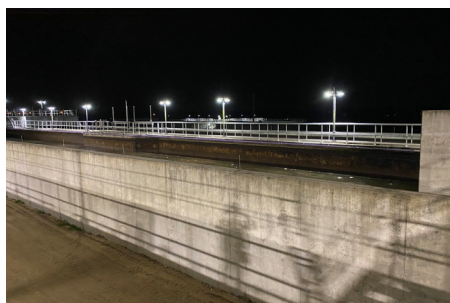
Key Professionals:

John French, Project Executive
Josh Hines, Project Manager
Tyler Sweetland, Project
Superintendent
Jonathan Richardson, Project
Superintendent
Ben Coates, Sr. Project Engineer
Phil Wylie, Project Engineer
Pantea Lotfalyan, Project Engineer



Airport WRF Phase III Expansion | 1400 Downwind Way Brooksville, FL 34604

Wharton-Smith provided general contracting services at the Airport WRF Phase III Expansion project for Hernando County. This project expanded the current 3 MGD facility to 6 MGD AADF. The scope of work included an additional step screen at the headworks, construction of a 5-stage step-feed BNR process with secondary anoxic and re-aeration zones, demolition of existing clarifiers and oxidation



ditch, construction of a new open-top 750,000-gallon aerated sludge holding tank, installation of 2 new effluent disk filters, and expansion of the return activated sludge/waste activated sludge pumping capacity. It also included clearing of approximately 80 acres of trees and haul-off of 105,000 cubic yards of soil for construction of 6 new rapid infiltration basins (RIB) totaling 55 acres with 3,5000 LF of 42-inch and 1,600 LF of 36-inch ductile iron pipe for discharge of the plant effluent to the RIBs. The project was also expanded to include the installation of a new headworks/flow splitter box bypass box, bypass piping, and cleanout vault.

Client:

Hernando County, FL
15365 Cortez Blvd.
Brooksville, FL 34613
Jared Waring PH: 352-540-6773
jwaring@hernando.fl.us

Architect/Engineer:

Cardno, Inc.
20215 Cortez Blvd
Brooksville, FL 34601
Alan Schaffer, Design and
Construction Services Manager
352-754-4551
alan.schaffer@cardno.com

Cost: \$19,946,263

Size: 3 MGD to 6 MGD Expansion

Start Date: 03/04/21

Substantial Completion: 02/07/23

Final Completion: 05/12/23

Key Professionals:

Billy Logan, Area Manager
John French, Project Executive
Mike Nagy, Sr. Project Manager
Joshua Hines, Project Manager
Kevin Dickinson, Project
Superintendent II
Tyler Sweetland, Project
Superintendent



Hamlin Water Reclamation Facility and Master Pump Station | 16000 Malcom Road

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners. This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused



aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP). Also included in this project is 3,600 linear feet of 36" diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP wet well, electrical building, and odor control system.

Client:

Orange County Board of County Commissioners
9150 Curry Ford Road,
Orlando, FL 32825
Terra Reffitt, Chief Inspector
407-947-9802
Terra.Reffitt@ocfl.net

Architect/Engineer:

Arcadis U.S., Inc.
4300 W Cypress St., Suite 450,
Tampa, FL 33607
Ifetayo Venner, PE, ENV SP
813-317-7174
ifetayo.venner@arcadis.com

Cost: \$114,812,260.82 *Size:* 5 MGD

Start Date: 01/06/20

Substantial Completion: 10/04/22

Final Completion: 09/06/23

Key Professionals:

Mike Alexakis, Project Executive
Drew Gumieny, Sr. Project Manager
Robert Lightsey, Sr. Project Superintendent
Phillip Corsair, Project Superintendent
Rey Rodriguez, Project Superintendent
Shawn Halloran, Project Superintendent



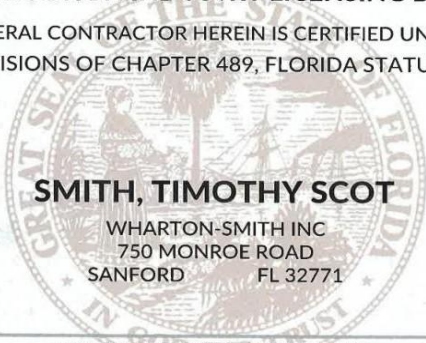
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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



SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
750 MONROE ROAD
SANFORD FL 32771

LICENSE NUMBER: CGC1511243
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/04/2024
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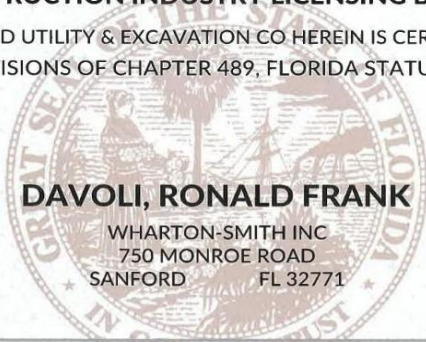
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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



DAVOLI, RONALD FRANK
WHARTON-SMITH INC
750 MONROE ROAD
SANFORD FL 32771

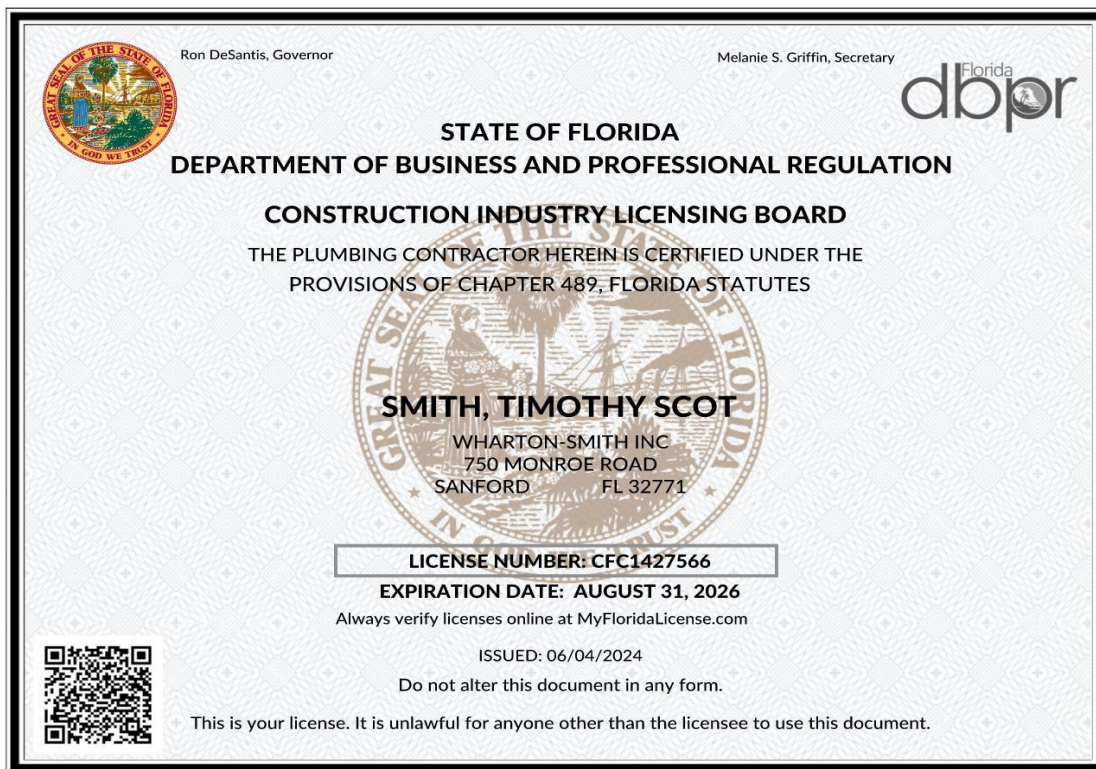
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Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/04/2024
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SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH SEPTEMBER 30, 2026

WHARTON-SMITH INC
750 MONROE RD
SANFORD, FL 32771

TIMOTHY SMITH / OFFICER

Account #: 022717

Class and Required Document Number: **REGULATED** **I27566/CGC151124**
State Registration Number: **CGC1511243 / CFC1427566**
Physical Business Location: **Unincorporated Seminole County**

Receipt #: INT-25-00151664

Amount Paid: \$ 45.00

Date Paid: 07/10/2025

State of Florida Department of State

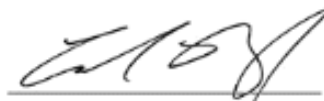
I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 6, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2026*



Secretary of State

Tracking Number: 6953035239CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
18-114	WATER	PS	07 TEXAS WATER	PUMP STATION IMPROVEMENTS	CITY OF HUNTSVILLE 1212 AVE H, HUNTSVILLE, TX 77340 CONTACT: GREG BLAKE PHONE: 936.294.5779	FREESE AND NICHOLS, INC. 10497 TOWN & COUNTRY WAY, STE 600, HOUSTON, TX 77024 CONTACT: ALAN HUTSON PHONE: 832.456.4762	\$8,867,800	\$8,782,077	10/18	07/21
18-119	WATER	UTILITY	10 GULF COAST WATER	RENOVATIONS TO THE OAKSHIRE & SOUTHDOWN NO. 2 SEWER HOLDING BASINS	TERREBONNE PARISH CONSOLIDATED GOVERNMENT 8026 MAIN ST, HOUMA, LA 70360 CONTACT: PHONE:	GREENPOINT ENGINEERING 701 LOYOLA AVE., NEW ORLEANS, LA 70113 CONTACT: ROBERT HEATH PHONE: 504.708.2020	\$6,609,650	\$7,685,221	11/18	05/21
18-121	WATER	WTP	08 CAROLINAS WATER	WARD WATER TREATMENT PLANT UPGRADES	CITY OF HIGH POINT, NORTH CAROLINA 211 S. HAMILTON, NIGHTPOINT, NC 27265 CONTACT: TERRY HOUK PHONE: 336.883.3218	BLACK & VEATCH INTERNATIONAL COMPANY 10715 DAVID TAYLOR DRIVE, STE 240 CHARLOTTE, NC 28262 CONTACT: KEITH PROFFIT PHONE: 704.548.8461	\$12,737,000	\$13,404,448	11/18	12/21
18-126	WATER	WWTP	10 GULF COAST WATER	NWWTP MASTER PLAN: PUMP REPLACEMENT	CITY OF BATON ROUGE 222 SAINT LOUIS ST, BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: 225.389.3136	SIGMA CONSULTING GROUP, INC. 10305 AIRLINE HIGHWAY, BATON ROUGE, LA 70816 CONTACT: JASON CRAIN PHONE: 225.298.0800	\$1,777,500	\$2,002,852	01/19	08/21
18-141	WATER	WRF	01 CENTRAL FL WATER	IRON BRIDGE RWRf 480V IMPROVEMENTS	CITY OF ORLANDO 400 S. ORANGE AVE, ORLANDO, FL 32801 CONTACT: SILVIA COSTE PHONE: 407.246.2291	RTM ENGINEERING CONSULTANTS 925 S. SEMORAN BLVD, STE 100, WINTER PARK, FL 32792 CONTACT: RAMESH MIRCHANDANI PHONE: 407.678.2055	\$15,127,000	\$16,407,837	02/19	09/21
18-151	WATER	WWTP	10 GULF COAST WATER	NWWTP MASTER PLAN: TRICKLING FILTER UPGRADE	CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE 222 ST. LOUIS ST., BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: 225.389.3136	SIGMA CONSULTING GROUP, INC. 10305 AIRLINE HIGHWAY, BATON ROUGE, LA 70816 CONTACT: JASON CRAIN PHONE: 225.298.0800	\$812,400	\$844,581	02/19	04/21
18-161	WATER	LS	01 CENTRAL FL WATER	CITY OF ORLANDO - LIFT STATION NO. 1	CITY OF ORLANDO 400 S. ORANGE AVE, ORLANDO, FL 32801 CONTACT: SILVIA COSTE PHONE: 407.246.2391	TETRA TECH INC 201 EAST PINE ST, STE. 1000, ORLANDO, FL 32801 CONTACT: RASESH SHAH PHONE:	\$16,737,068	\$17,290,443	03/19	07/21
19-007	WATER	WWTP	08 CAROLINAS WATER	FIRST BRD RIVER WWTP BIOSOLIDS IMPROVEMENTS	CITY OF SHELBY, NC 824 W. GROVER ST., SHELBY, NC 28150 CONTACT: DAVID HUX PHONE: 704.669.6570	HDR ENGINEERING INC. OF THE 08 CAROLINAS WATER 440 S. CHURCH ST., STE 1000, CHARLOTTE, NC 28202 CONTACT: SCOTT SNYDER PHONE: 864.631.0439	\$18,007,000	\$17,703,801	03/19	08/21
19-023	CMAR	WWTP	01 CENTRAL FL WATER	COCOA DYAL WTP CCRIP (WATER/WASTEWATER)	CITY OF COCOA	N/A	\$19,000,000	\$20,332,198	03/20	10/21
19-024	DESIGN BUILD	LS	01 CENTRAL FL WATER	DELTONA NORTH LIFT STATION	VOLUSIA COUNTY 123 W INDIANA AVE, RM 302, DELAND, FL 32720 CONTACT: MICHAEL ULRICH PHONE: 386.943.7027	JONES EDMUNDS 730 NE WALDO RD, GAINESVILLE, FL 32641 CONTACT: JOHN HORVATH PHONE: 352.377.5821	\$5,000,000	\$5,196,880	06/20	07/21
19-030	WATER	WWTP	10 GULF COAST WATER	NWWTP MASTER PLAN: GRAVITY THICKENER UPGRADE	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 ST. LOUIS ST., BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: 225.389.3136	SIGMA CONSULTING GROUP, INC. 10305 AIRLINE HIGHWAY, BATON ROUGE, LA 70816 CONTACT: JASON CRAIN PHONE: 225.298.0800	\$336,260	\$534,220	06/19	08/21
19-033	WATER	WTP	08 CAROLINAS WATER	VEST WATER TREATMENT PLANT UPGRADES	CHARLOTTE WATER 5100 BROOKSHIRE BLVD, CHARLOTTE, NC 28216 CONTACT: RYAN LEBLANC PHONE: 704.336.7600	BLACK & VEATCH INTERNATIONAL COMPANY 10715 DAVID TAYLOR DR, STE 240, CHARLOTTE, NC 28262 CONTACT: MIKE OSBORNE PHONE: 704.5100.8451	\$29,995,350	\$28,859,430	07/19	07/22
19-034	WATER	WWTP	03 SOUTH FL WATER	WELLINGTON WWTP RENEWAL & REHAB	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD., WELLINGTON, FL 33414 CONTACT: SHANNON LAROCHE PHONE: 561.791.4008	KIMLEY-HORN & ASSOCIATES, INC. 1920 WEKIVA WAY STE 200, WEST PALM BEACH, FL 33411 CONTACT: WILLIAM REESE PHONE: 561.791.4008	\$19,042,020	\$16,984,602	06/19	05/22
19-051	WATER	WWTP	07 TEXAS WATER	NEWPP EXPANSION PHASE I	CITY OF HOUSTON PUBLIC WORKS 61 WALKER ST., HOUSTON, TX 77002 CONTACT: PHONE:	HOUSTON WATERWORKS TEAM 15390 VICKERY DR, HOUSTON, TX 77032 CONTACT: PHONE:	\$3,980,250.00	\$8,996,667.00	07/19	01/25
19-065	WATER	PS	14 SOUTHWEST FL WATER	EAST STORAGE TANK AND BOOSTER PUMP STATION	CITY OF FT MYERS 2200 SECOND ST., FORT MYERS, FL 33901 CONTACT: NICOLE MONAHAN PHONE: 239.321.7459	TKW CONSULTING ENGINEERS 5621 BANNER DR, FORT MYERS, FL 33912 CONTACT: DOUGLAS ECKMANN PHONE: 239.278.1992	\$6,000,000	\$11,306,374	03/21	03/23
19-076	WATER	PS	07 TEXAS WATER	SABINE RIVER PS - BID PACKAGE 5.02	SABINE RIVER AUTHORITY 12777 NORTH HIGHWAY 87, OANGE, TX 77632 CONTACT: MIKE FROELICH.GARNEY CO PHONE: 816.746.7782	FREESE AND NICHOLS, INC. 10497 TOWN & COUNTRY WAY, STE 600, HOUSTON, TX 77024 CONTACT: N/A	\$2,596,000	\$2,396,904	07/19	10/21
19-079	WATER	WTP	10 GULF COAST WATER	SUNSHINE WTP	CITY OF ST. GABRIEL P.O. BOX 597, ST. GABRIEL, LA 70820 CONTACT: PHONE:	PROFESSIONAL ENGINEERING CONSULTANTS CORP. 7600 INNOVATION DR, BATON ROUGE, LA 70820 CONTACT: DAVID COLSON PHONE: 225.769.2810	\$1,396,000	\$1,474,093	08/19	06/21
19-080	WATER		02 TAMPA WATER	TAMPA - DLT SCADA	CITY OF TAMPA WATER DEPARTMENT 306 E. JACKSON ST, TAMPA, FL 33602 CONTACT: DAVEY HENDERSON PHONE: 813.630.3910	ENGINEERING DESIGN TECHNOLOGIES CORP. PO BOX 152403, TAMPA, FL 33684 CONTACT: BOB HALLMAN PHONE: 813.289.8080	\$2,930,236	\$2,930,236	09/19	08/22
19-083	WATER	WRF	01 CENTRAL FL WATER	IRON BRIDGE WRF - DIFFUSED AERATION REPLACEMENT	CITY OF ORLANDO 400 SOUTH ORANGE AVE, ORLANDO, FL 32801 CONTACT: BOB RUTTER PHONE: 407.246.2573	TETRA TECH INC 201 EAST PINE ST, STE. 1000, ORLANDO, FL 32801 CONTACT: BRENDA KEENAN PHONE: 407.839.3955	\$1,767,000	\$2,797,005	12/19	03/21
19-091	WATER	PS	02 TAMPA WATER	CAPRI ISLE PUMP STATION UPGRADES	PINELLAS COUNTY 400 S. FT. HARRISON AVE., CLEARWATER, FL 337556 CONTACT: JIM JUST PHONE: 727.464.3205	MCKIM & CREED, INC. 1365 HAMLET AVE, CLEARWATER, FL 33756 CONTACT: THOMAS J. PUGH PHONE: 727.442.7196	\$6,108,430	\$5,764,487	01/20	05/21
19-097	WATER	WTP	02 TAMPA WATER	TB WILLIAMS WTP CLEARWELL	CITY OF LAKE LAND 1140 EAST PARKER ST, LAKE LAND, FL 33801 CONTACT: DAVID BAYHAN PHONE: 863.834.6780	TETRA TECH 201 E. PINE ST, STE 1000, ORLANDO, FL 32801 CONTACT: KEBIN FRIEDMAN PHONE: 407.839.3995	\$11,000,000	\$12,603,331	05/20	12/21
19-098	WATER	WWTP	01 CENTRAL FL WATER	NERWWTF CLARIFIER	POLK COUNTY UTILITIES 1011 JIM KEENE BLVD., WINTER HAVEN, FL 33880 CONTACT: JAMES TULLY PHONE: 863.344.1848	WRIGHT-PIERCE, INC. 601 S. LAKE DESTINY RD., STE 290, ORLANDO, FL 32751 CONTACT: KATHLEEN GIEROK PHONE: 407.906.1776	\$7,000,000	\$10,551,561	07/20	09/22
19-099	WATER	WRF	14 SOUTHWEST FL WATER	SOUTHWEST WRF OPERATIONS BUILDING	CITY OF CAPE CORAL 1720 EVEREST PKWY, CAPE CORAL, FL 33904 CONTACT: JODY SORRELS PHONE: 239.574.0852	STANTEC 5801 PELICAN BAY BLVD, STE 300, NAPLES, FL CONTACT: TIM HANCOCK PHONE: 239.649.4040	\$12,000,000	\$12,000,000	08/20	10/21
19-100	WATER	LS	01 CENTRAL FL WATER	FEMA LIFT STATION IMPROVEMENTS	CITY OF ST. AUGUSTINE 75 KING ST, LOBBY D 4TH FLOOR, ST. AUGUSTINE, FL 32804 CONTACT: STEVEN SLAUGHTER PHONE: 904.209.4227	HAZEN AND SAWYER 919 LAKE BALDWIN LN., #200, ORLANDO, FL 32814 CONTACT: CURTIS KUNIHRO PHONE: 407.367.2626	\$15,000,000	\$13,392,491	07/20	04/23
19-105	WATER	GST	07 TEXAS WATER	SIRA GST SITEWORK AND PIPING	SAN JACINTO RIVER AUTHORITY 1577 DAM SITE RD, CONROE, TX 77304 CONTACT: ELTON D. BROCK PHONE: 936.588.7101	AECOM 19219 KATY FREEWAT, STE 100, HOUSTON, TX 77094 CONTACT: MICHAEL ROLEN PHONE: 281.675.1701	\$1,008,750	\$1,031,299	10/19	07/21
19-115	WATER	WWTP	10 GULF COAST WATER	WWTF REPLACEMENT OF HEADWORKS ROTARY DRUM SCREEN SYSTEM	CITY OF SULPHUR 101 N HUNTINGTON ST, SULPHUR, LA 70663 CONTACT: STACY DOWDEN PHONE: 337.527.4500	MEYER & ASSOCIATES 600 CITIES SERVCE HWY, SULPHUR, LA 70663 CONTACT: WAYNE L HARRIS PHONE: 337.625.8353	\$626,433	\$974,758	11/19	07/21



Completed Water/Wastewater Projects Since 2021

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
19-117	WATER	WTP	07 TEXAS WATER	CITY OF CONROE WP NO. 25	CITY OF CONROE 300 W DAVIS, CONROE, TX 77301 CONTACT: TOBY POWELL PHONE: 936.522.3010	BLEYL ENGINEERING 100 NUGENT ST, CONROE, TX 77301 CONTACT: JOHNNY GREEN PHONE: 936.441.7833	\$6,358,370	\$6,281,536	11/19	11/21
19-119	WATER	WRF & PS	01 CENTRAL FL WATER	HAMLIN WATER RECLAMATION FACILITY AND MASTER PUMP STATION	ORANGE COUNTY 400 E SOUTH ST, 2ND FL, ORLANDO, FL 32801 CONTACT: TRACY ATTENASIO PHONE: 407.836.5696	ARCADIS 2301 MAITLAND CENTER PKWY, STE 244, MAITLAND, FL 32751 CONTACT: FREDDY BATANCOURT PHONE: 407.660.1133	\$110,622,000	\$114,652,421	01/20	09/23
19-132	DESIGN BUILD	PS	08 CAROLINAS WATER	SNOW HILL ROAD PUMP STATION	DURHAM COUNTY 5926 HIGHWAY 55 EAST, DURHAM, NC 27713 CONTACT: VINCE CHIRICHELLA PHONE: 919.560.9039	HAZEN AND SAWYER 4011 WEST CHASE BLVD, STE 500, RALEIGH, NC 27607 CONTACT: BRIAN PORTER PHONE: 919.863.1011	\$10,000,000	\$14,651,771	05/20	12/21
19-154	WATER		01 CENTRAL FL WATER	OUC PINE HILLS CHLORINE CONVERSION	ORLANDO UTILITIES COMMISSION 6113 PERSHING AVE, ORLANDO, FL 32822 CONTACT: QUYEN NEWELL PHONE: 407.434.2568	HAZEN AND SAWYER 919 LAKE BALDWIN LAND, STE A, ORLANDO, FL 32814 CONTACT: BOB ANDERSON PHONE: 407.362.1103	\$1,489,666	\$1,475,097	01/20	02/21
20-006	WATER	WTP	01 CENTRAL FL WATER	HIGHLAND WTP ION EXCHANGE	JEA 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202 CONTACT: MICKEY WILLOUGHBY PHONE: 865.661.7494	CAROLLO ENGINEERS 200 EAST ROBINSON STREET, STE 400, ORLANDO, FL 32801 CONTACT: JEREMY O'NEAL PHONE: 321.394.5826	\$15,400,000	\$0	10/20	01/22
20-019	WATER	LS	10 GULF COAST WATER	DENHAM SPRING LIFT STATION FIRST GROUP	CITY OF DENHAM SPRINGS 116 N. RANGE AVE, DENHAM SPRINGS, LA 70726 CONTACT: DANA HARRIS PHONE: 225.667.8385	FORTE & TABLADA 1234 DEL ESTE AVE, STE 601, DENHAM SPRINGS, LA 70726 CONTACT: CHAD BACAS PHONE: 225.665.1021	\$1,247,000	\$1,251,311	04/20	06/21
20-023	DESIGN BUILD	WTP	03 SOUTH FL WATER	STOCK ISLAND RO DB TO 2	FLORIDA KEYS AQUADUCT AUTHORITY 100 KENNEDY DRIVE, KEY WEST, FL 33040 CONTACT: DAVID HACKWORTH PHONE: 305.295.2152	CAROLLO ENGINEERS 2056 VISTA PKWY, WEST PALM BEACH, FL 33411 CONTACT: N/A	\$144,961	\$1,396,639	01/21	07/21
20-036	WATER	UTILITY	16 NORTH FL WATER	GRU 42 IN HEADWORKS PIPELINE	GAINESVILLE REGIONAL UTILITIES 4747 N. MAIN ST, GAINESVILLE, FL 32609 CONTACT: RACHEL HAESELER PHONE: 352.393.1618	JACOBS ENGINEERING GROUP 200 W. FORSYTH ST, STE 1520, JACKSONVILLE, FL 32202 CONTACT: GRANT MISTERLY PHONE: 904.501.9345	\$1,840,302	\$1,988,311	04/20	09/21
20-039	WATER	PS	01 CENTRAL FL WATER	WESTERN REUSE PUMP STATION	TOHO WATER AUTHORITY 951 MARTIN LUTHER KINF BLVD, KISSIMMEE, FL 33844 CONTACT: DEBORAH BEATTY PHONE: 407.944.5023	TETRA TECH 201 E PINE ST, STE 1000, ORLANDO, FL 32801 CONTACT: KEVIN FREIDMAN PHONE: 407.480.3920	\$9,000,000	\$10,485,073	09/20	07/22
20-041	WATER	WTP	03 SOUTH FL WATER	VILLAGE OF WELLINGTON WTP - WAREHOUSE EXPANSION PROJECT	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD., WELLINGTON, FL 33414 CONTACT: SHANNON LAROQUE PHONE: 561.791.4008	COLOME & ASSOCIATES, INC. 530 24TH ST, WEST PALM BEACH, FL 33414 CONTACT: ELIZABETH COLOME PHONE: 561.833.9147	\$309,908	\$309,908	04/20	01/21
20-042	WATER	PS	08 CAROLINAS WATER	BERKELEY COUNTY PS 002 REPLACEMENT	BERKELEY COUNTY WATER & SANITATION 212 OAKLEY PLANTATION DR, MONCKS CORNER, SC 29461 CONTACT: MARK WATERS PHONE: 843.719.2312	KIPLING GEARHART, P.E. 3955 FABER PLACE DR, STE 300, NORTH CHARLESTON, SC 29405 CONTACT: KIPLING GEARHART P.E. PHONE: 843.881.9804	\$8,950,000	\$9,005,000	06/20	09/21
20-043	WATER	WTP	07 TEXAS WATER	GALVESTON WATER TREATMENT PLANT EXPANSION	CITY OF GALVESTON, TX 823 ROSENBERG, GALVESTON, TX 77550 CONTACT: SUSAN SERRANO PHONE: 409.797.3575	DANNENBAUM ENGINEERING CORPORATION 3100 WEST ALABAMA, HOUSTON, TX 77098 CONTACT: TYSON ARNOLD PHONE: 713.527.6325	\$8,668,931	\$9,725,805	05/20	04/23
20-046	WATER		02 TAMPA WATER	TIPPIN - INITIAL SERVICES AGREEMENT	CITY OF TAMPA 306 E JACKSON ST, TAMPA, FL 33602 CONTACT: JIM GREINER PHONE: 813.274.8598	CAROLLO ENGINEERS, INC. 1089 W MORSE BLVD, STE A, WINTER PARK, FL 32789 CONTACT: LARRY ELLIOT PHONE: 407.478.4642	\$14,700,000	\$1,250,000	08/20	04/23
20-053	WATER	WTP	07 TEXAS WATER	CITY OF CONROE WP NO. 26	CITY OF CONROE 300 W DAVIS, CONROE, TX 77301 CONTACT: TARA GAHA PHONE: 936.522.3000	CP&Y 11757 KATY FWY, STE 1540, HOUSTON, TX 77079 CONTACT: JOSE SARACHO PHONE: 281.667.9000	\$6,840,989	\$6,794,978	06/20	12/21
20-054	WATER	WTP	07 TEXAS WATER	RIVERS EDGE WATER SUPPLY PLANT	RIVERS EDGE INTEREST LTD ON BEHALF OF MONTGOMERY CNTY MUD NO144 10410 WINDAMERE LAKES BLVD, HOUSTON, TX 77065 CONTACT: LOUIS TRAPOLINA PHONE: 281.667.9000	LJA ENGINEERING INC 2929 BRIARPARK DR, HOUSTON, TX 77042 CONTACT: MARGARET GILLENTINE PHONE: 713.935.5200	\$3,291,395	\$3,359,657	07/20	10/21
20-055	WATER	WTP	10 GULF COAST WATER	SOUTHWEST WTP PRESSURE FILTER REHAB	CITY OF LAKE CHARLES 326 PUJO ST, LAKE CHARLES, LA 70601 CONTACT: PHONE: 337.491.1200	MANCHAC CONSULTING GROUP 1424 RYAN ST, LAKE CHARLES, LA 70601 CONTACT: ANDREW LEBLANC PHONE: 337.754.2440	\$1,797,297	\$1,846,215	06/20	09/21
20-068	WATER	WWTP	01 CENTRAL FL WATER	LEESBURG TURNPIKE WWTF IMPROVEMENTS	CITY OF LEESBURG 501 WEST MEADOW ST, LEESBURG, FL 34748 CONTACT: CLIFF KELSEY PHONE: 352.435.2411	HYDRO SOLUTIONS CONSULTING, LLC. 111 N ORANGE AVE, STE 800, ORLANDO, FL 32801 CONTACT: DEVAN WHITE PHONE: 407.620.8545	\$20,000,000	\$18,053,066	01/21	12/22
20-070	WATER	WWTP	01 CENTRAL FL WATER	WILLISTON WWTF PHASE 2 IMPROVEMENTS	CITY OF WILLISTON PO BOX 160, WILLISTON, FL 32696 CONTACT: CI ZIMOSKI PHONE: 352.224.8800	WRIGHT-PIERCE, INC. 601 S. LAKE DESTINY RD., STE 290, ORLANDO, FL 32751 CONTACT: BARTT BOOZ PHONE: 407.710.2214	\$1,800,000	\$3,699,884	TBD	06/23
20-074	WATER	WTP	10 GULF COAST WATER	RAYNE WTP IMPROVEMENTS	CITY OF RAYNE PO BOX 69, RAYNE, LA 70578 CONTACT: MIKE JUDICE PHONE: 337.334.3121	MADER ENGINEERING 1245 S COLLEGE RD, BLDG 1, LAFAYETTE, LA 70503 CONTACT: BRETT BAYARD PHONE: 337.989.8047	\$2,045,000	\$2,422,633	09/20	01/22
20-077	WATER	WRF	01 CENTRAL FL WATER	CYPRESS WEST WRF DIFFUSED AERATION	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD., KISSIMMEE, FL 33844 CONTACT: DEBORAH BEATTY PHONE: 407.944.5023	TETRA TECH 201 EAST PINE STREET, STE 1000, ORLANDO, FL 32801 CONTACT: JOHN TOOMEY PHONE: 407.480.3920	\$367,277	\$514,538	08/20	09/21
20-084	WATER	WWTP	01 CENTRAL FL WATER	MARION COUNTY NW REGIONAL WWTP EXPANSION	MARION COUNTY UTILITIES 11800 SE US HWY 441, BELLEVUE, FL 34420 CONTACT: ALEJANDRO RAD PHONE: 352.307.6012	CONSTANTINE ENGINEERING 100 CENTER CREED RD. SUITE 100, ST. AUGUSTINE, FL 32084 CONTACT: KART VAITH, PE PHONE: 904.562.2185	\$18,684,472	\$16,564,540	10/20	05/23
20-085	WATER	WELL	10 GULF COAST WATER	DENHAM SPRINGS WATER WELLS REHAB	CITY OF DENHAM SPRINGS 116 N RANGE AVE, DENHAM SPRINGS, LA 70726 CONTACT: DANA HARRIS PHONE: 225.667.8385	FORTE & TABLADA 1234 DEL ESTE AVE, STE 601, DENHAM SPRINGS, LA 70726 CONTACT: CHAD BACAS PHONE: 225.665.1021	\$1,213,330	\$1,553,609	10/20	12/23
20-086	WATER	WWTP	07 TEXAS WATER	RIVERS EDGE WASTEWATER TREATMENT PLANT	RIVERS EDGE INTEREST LTD ON BEHALF OF MONTGOMERY CNTY MUD NO144 10410 WINDAMERE LAKES BLVD, HOUSTON, TX 77065 CONTACT: LOUIS TRAPOLINA PHONE: 281.667.9000	LJA ENGINEERING INC 2929 BRIARPARK DR, HOUSTON, TX 77042 CONTACT: MARGARET GILLENTINE PHONE: 713.935.5200	\$2,033,337	\$1,975,039	09/20	10/21
20-087	WATER	WELLS	03 SOUTH FL WATER	VOW WELL NO.24 EQUIPMENT REPLACEMENT	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD., WELLINGTON, FL 33414 CONTACT: SHANNON LAROQUE PHONE: 561.791.4008	MOCK-ROOS 5720 CORPORATE WAY, WEST PALM BEACH, FL 33407 CONTACT: JOHN CAIRNES PHONE: 561.683.3113	\$386,379	\$408,243	10/20	11/21
20-088	WATER	WWTP	14 SOUTHWEST FL WATER	LEIGH ACRES WWTP TANK NO.1 STRUCTURAL REHAB	FLORIDA GOVERNMENTAL UTILITY AUTH 280 WEKIVA SPRINGS ROAD, STE 2070, LONGWOOD, FL 32779 CONTACT: JOHN CARLSON PHONE: 407.795.1438	CONSOR ENGINEERS, LLC 5621 BANNER DRIVE, FORT MYERS, FL 33912 CONTACT: VICTOR COOK PHONE: 239.728.1992	\$1,877,000	\$1,936,416	09/20	10/21
20-089	DESIGN BUILD		03 SOUTH FL WATER	BIG COPPITT EXP - TASK ORDER 1	FLORIDA KEYS AQUADUCT AUTHORITY 100 KENNEDY DR, KEY WEST, FL 33040 CONTACT: DAVID HACKWORTH PHONE: 305.295.2152	CAROLLO ENGINEERS 2056 VISTA PKWY, WPB, FL 33411 CONTACT: PHONE: 305.295.2152	\$174,471	\$907,240	02/21	11/21
20-091	WATER	WWTP	03 SOUTH FL WATER	CUDJOE KEY WWTP DIFFUSER REPLACEMENT	FLORIDA KEYS AQUADUCT AUTHORITY 100 KENNEDY DR, KEY WEST, FL 33040 CONTACT: JAY MILLER PHONE: 305.295.2152	FLORIDA KEYS AQUADUCT AUTHORITY 100 KENNEDY DR, KEY WEST, FL 33040 CONTACT: JAY MILLER PHONE: 305.295.2152	\$198,700	\$198,700	10/20	03/21
20-093	WATER	WRF	14 SOUTHWEST FL WATER	SOUTH AWWTF RECLAIM EXPANSION	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33902 CONTACT: ALAN GIL PHONE: 239.321.7465	CDM SMITH 4000 PONCE DE LEON BLVD, SUITE 720, CORAL GABLES, FL 33146 CONTACT: DANIEL MAHER PHONE: 786.437.2770	\$35,000,000	\$52,300,551	03/21	12/23



Completed Water/Wastewater Projects Since 2021

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
20-094	WATER	WTP	03 SOUTH FL WATER	IMMOKALEE RESERVATION WTP EXPANSION DESIGN	SEMINOLE TRIBE OF FLORIDA 5700 GRIFFIN ROAD, DAVIE, FL 33314 CONTACT: ALEEM GHANY PHONE: 854.894.1060	BROWN & CALDWELL 1560 SAWGRASS CORPORATE PKWY STE. 240, SUNRISE, FL 33323 CONTACT: DIEGO HERRERA PHONE: 954.200.7234	\$2,837,000	\$2,868,479	11/20	09/21
20-096	WATER	UTILITY EXTENSION	01 CENTRAL FL WATER	DELEON SPRINGS UTILITY EXTENSION	VOLUSIA COUNTY 123 WEST INDIANA AVE, RM 302, DELAND, FL 32720 CONTACT: MICHAEL ULRICH PHONE: 386.943.7027	JONES EDMUNDS 730 NE WALDO RD, GAINESVILLE, FL 32641 CONTACT: JOHN HORVATH PHONE: 352.377.5821	\$4,000,000	\$9,672,595	04/21	11/23
20-098	WATER	WWTP	16 NORTH FL WATER	HASTINGS WWTP PHASE II	ST. JOHNS COUNTY UTILITY DEPARTMENT 1205 STATE ROAD 16, ST. AUGUSTINE, FL 32084 CONTACT: TERI PINSON PHONE: 904.209.2604	MOTT MACDONALD 10245 CENTURION PARKWAY NORTH, STE 320, JACKSONVILLE, FL 32256 CONTACT: LESLIE SAMEL PHONE: 704.249.6592	\$4,564,926	\$6,762,677	10/21	03/23
20-102	WATER		16 NORTH FL WATER	KANAPAHA SODIUM HYPO IMPROVEMENTS	GAINESVILLE REGIONAL UTILITIES 4747 NORTH MAIN STREET, GAINESVILLE, FL 32609 CONTACT: RACHEL HAESELER PHONE: 352.393.1618	JACOBS ENGINEERING GROUP 200 W. FORSYTH ST, STE 1520, JACKSONVILLE, FL 32202 CONTACT: GRANT MISTERLY PHONE: 904.501.9345	\$493,329	\$458,736	11/20	06/21
20-103	WATER		16 NORTH FL WATER	KANAPAHA PHASE 1 EAST ELEC IMPROVEMENTS	GAINESVILLE REGIONAL UTILITIES 4747 NORTH MAIN STREET, GAINESVILLE, FL 32609 CONTACT: RACHEL HAESELER PHONE: 352.393.1618	JACOBS ENGINEERING GROUP 200 W. FORSYTH ST, STE 1520, JACKSONVILLE, FL 32202 CONTACT: GRANT MISTERLY PHONE: 904.501.9345	\$903,413	\$895,327	02/21	06/21
20-105	WATER	UTILITY	03 SOUTH FL WATER	SIRO PIPING AND DUCT BANK	FLORIDA KEYS AQUEDUCT AUTHORITY 1100 KENNEDY DRIVE, KEY WEST, FL 33040 CONTACT: DAVID HACKWORTH PHONE: 305.295.2152	FLORIDA KEYS AQUEDUCT AUTHORITY 1100 KENNEDY DRIVE, KEY WEST, FL 33040 CONTACT: DAVID HACKWORTH PHONE: 305.295.2152	\$430,018	\$430,018	01/21	07/21
20-106	WATER	WTP	07 TEXAS WATER	PEARLAND SWTP PRE-TREATMENT	CITY OF PEARLAND 3519 LIBERTY DRIVE, PEARLAND, TX 77581 CONTACT: PRAFUL BORA PHONE: 713.300.2566	CDM SMITH 4000 PONCE DE LEON BLVD, STE 720, CORAL GABLES, FL 33146 CONTACT: DANIEL MAHER PHONE: 786.437.2770	\$3,958,995	\$4,819,150	12/20	12/21
20-107	WATER		07 TEXAS WATER	SJRA DIGESTER REHAB	SAN JACINTO RIVER AUTHORITY 1577 DAM SITE RD, CONROE, TX 77304 CONTACT: KIM ROBBINS PHONE: 936.588.7118	GARVER LLC 12141 WINCHESTER LANE STE 200 HOUSTON, TX 77079 CONTACT: PHONE: 713.491.8333	\$1,775,050	\$1,841,103	11/20	12/21
20-109	WATER		07 TEXAS WATER	SLUICE GATES, FLAP GATES & WEIR WALL DIVERSION PROJECT LID17	FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 17 1650 HIGHWAY 6 SOUTH, STE. 430, SUGAR LAND, TX 77478 CONTACT: DAVID GORNET PHONE: 281.240.6454	LJA ENGINEERING INC 1904 WEST GRAND PKWY N. STE 120, KATY, TX 77449 CONTACT: JACOB MINTER PHONE: 713.935.5200	\$2,823,955	\$2,835,381	12/20	12/21
20-113	WATER	WRF	16 NORTH FL WATER	JEA BUCKMAN CMAR SETUP	JEA 21 W. CHURCH ST., JACKSONVILLE, FL 32202 CONTACT: WILLIAM CLENDENING PHONE: 904.665.4723	N/A	\$1,766,555	\$1,766,555	11/20	12/24
20-114	WATER	WRF	01 CENTRAL FL WATER	JEA BUCKMAN BLOWER IMPROVEMENTS	JEA 21 W. CHURCH ST., JACKSONVILLE, FL 32202 CONTACT: WILLIAM CLENDENING PHONE: 904.665.4723	JACOBS 643 SW 4TH AVE., STE 400, GAINESVILLE, FL 32601 CONTACT: TIM PTAK PHONE: 352.384.7159	\$12,058,540	\$11,481,669	02/21	12/22
20-115	WATER	WRF	02 TAMPA WATER	TAMPA BAY DESALINATION FACILITY INTAKE IMPROVEMENTS: PHASE I	TAMPA BAY WATER 2575 ENTERPRISE RD, CLEARWATER, FL 33763 CONTACT: RICHARD MENZIES PHONE: 813.929.2181	TETRA TECH 201 EAST PINE ST, STE 1000, ORLANDO, FL 32801 CONTACT: RASESH SHAH PHONE: 407.839.3955	\$1,726,000	\$1,721,057	03/21	11/21
20-117	WATER	WRF	14 SOUTHWEST FL WATER	SOUTHWEST WRF OPERATIONS BUILDING	CITY OF CAPE CORAL 1720 EVEREST PKWY, CAPE CORAL, FL 33904 CONTACT: JODY SORRELS PHONE: 239.574.0852	STANTEC 5801 PELICAN BAY BLVD, STE 300, NAPLES, FL CONTACT: TIM HANCOCK PHONE: 239.649.4040	\$15,000,000	\$15,595,873	03/21	09/22
20-124	WATER	WRF	02 TAMPA WATER	AIRPORT WRF PHASE III EXPANSION	HERNANDO COUNTY FLORIDA 20 N. MAIN STREET, 2ND FLOOR ROOM 266, BROOKSVILLE, FL 34601 CONTACT: JARED WARING PHONE: 352.540.6773	CARDNO 20215 CORTEZ BLVD, BROOKSVILLE, FL 34601 CONTACT: THOMAS MARK NOGAJ PHONE: 352.754.4551	\$24,262,000	\$19,946,263	03/21	05/23
20-130	WATER	WTP	07 TEXAS WATER	WATER PLANT NO. 1 REBUILD AND WATER PLANT NO. 3 EXPANSION	LANGHAM CREEK UTILITY DISTRICT 1300 POST OAK BLVD., STE. 1400, HOUSTON, TX 77056 CONTACT: ABREY RUBINSKY PHONE: 713.673.4531	JONES & CARTER, INC. 6330 WEST LOOP SOUTH, STE 150, BELLAIRE, TX 77401 CONTACT: STEPHANIE KASPAR PHONE: 713.777.5327 X 2268	\$5,109,000	\$5,230,011	01/21	05/23
20-132	WATER	WTP	01 CENTRAL FL WATER	PARKWAY WTP HSP &DBP MITIGATION	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD, KISSIMMEE, FL 33844 CONTACT: GEORGE EVERSEOLE PHONE: 407.844.5023	CAROLLO 200 EAST ROBINSON ST. STE. 1400, ORLANDO, FL 32801 CONTACT: ERICA STONE PHONE: 407.377.4341	\$8,000,000	\$8,186,129	07/21	05/23
20-133	WATER	WWTP	01 CENTRAL FL WATER	FLEMING ISLAND WWTF - BTU NO.3 EXPANSION	CLAY COUNTY UTILITY AUTHORITY 3176 OLD JENNINGS ROAD. MIDDLEBURG, FL 32068 CONTACT: WARRICK SAMS PHONE: 904.213.2403	CDM SMITH 4651 SALISBURY ROAD STE 420, JACKSONVILLE, FL 32256 CONTACT: MISTI DON BURKMAN, PE PHONE: 904.7321.7109	\$6,282,000	\$4,446,286	12/20	09/22
20-136	WATER	WWTP	02 TAMPA WATER	SAWWTF FLOATING AERATOR REPLACEMENT	AERATION INDUSTRIES 4100 PEAVEY RD CHASKA, MN 55318 CONTACT: BEN LUPPERT PHONE: 952.488.6789	AERATION INDUSTRIES 4100 PEAVEY RD CHASKA, MN 55318 CONTACT: BEN LUPPERT PHONE: 952.488.6789	\$128,900	\$128,900	01/21	06/21
20-137	WATER	LS	03 SOUTH FL WATER	NAVY LIFT STATION WET WELL & MANHOLE REHABILITATION	FLORIDA KEYS AQUEDUCT AUTHORITY 1100 KENNEDY DRIVE, KEY WEST, FL 33040 CONTACT: DAVID HACKWORTH PHONE: 305.295.2152	N/A	\$893,731	\$824,067	03/21	11/21
21-004	WATER		01 CENTRAL FL WATER	BVL GAC SYSTEM IMPROVEMENTS	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD., KISSIMMEE, FL 33844 CONTACT: TAK KAI PANG PHONE: 407.819.9384	TETRA TECH 201 EAST PINE ST, STE 1000, ORLANDO, FL 32801 CONTACT: ANDREA NETCHER PHONE: 407.839.3955	\$1,587,668	\$1,545,826	03/21	08/21
21-005	DESIGN BUILD	PS	01 CENTRAL FL WATER	AI INFLUENT PUMP STATION - PRECON	ST. JOHNS COUNTY UTILITY DEPARTMENT 1205 STATE ROAD 16, ST. AUGUSTINE, FL 32084 CONTACT: JAMES OVERTON PHONE: 904.209.2614	MOTT MACDONALD 10245 CENTURION PARKWAY NORTH, STE 320, JACKSONVILLE, FL 32256 CONTACT: LESLIE SAMEL PHONE: 704.249.6592	\$315,341	\$4,546,101	01/22	11/23
21-007	WATER	PS	01 CENTRAL FL WATER	CR 214 WTP TRANSFER PUMP STATION IMPROVEMENTS	ST. JOHNS COUNTY UTILITY DEPARTMENT 1205 STATE ROAD 16, ST. AUGUSTINE, FL 32084 CONTACT: SCOTT TRIGG PHONE: 904.209.2700	CONSTANTINE ENGINEERING 100 CENTER CREED RD. STE 100, ST. AUGUSTINE, FL 32084 CONTACT: DAVE RASMUSSEN PHONE: 904.562.2185	\$138,366	\$193,339	05/21	10/21
21-009	WATER	PS	14 SOUTHWEST FL WATER	SW PINE ISLAND IRRIGATION TANKS AND PUMP STATION	CITY OF CAPE CORAL 1720 EVEREST PKWY, CAPE CORAL, FL 33904 CONTACT: ROBERTO HERNANDEZ PHONE: 239.574.0451	TETRA TECH, INC. 201 E. PINE ST, STE 1000, ORLANDO, FL 33801 CONTACT: BRETT MESSNER PHONE: 239.851.1225	\$11,427,000	\$11,594,089	03/21	09/22
21-013	WATER	UTILITY	10 GULF COAST WATER	2021 BR VALVE MAINTENANCE CONTRACT	CITY OF BATON ROUGE 222 SAINT LOUIS STREET, BATON ROUGE, LA 70802 CONTACT: ADAM SMITH PHONE: N/A	CITY OF BATON ROUGE 1100 LAUREL STREET, BATON ROUGE, LA 70802 CONTACT: ADAM SMITH PHONE: N/A	\$400,000	\$385,254	01/21	12/21
21-017	WATER		03 SOUTH FL WATER	AS BLUEHOUSE PHASE II - TO #1 MOBILIZATION	ATLANTIC SAPPHIRE USA LLC 801 BRICKELL AVENUE, STE. 2400, MIAMI, FL 33131 CONTACT: SVEIN TAKLO PHONE: 786.553.6987	HAZEN AND SAWYER 999 PONCE DE LEON BLVD, STE. 1150, CORAL GABLES, FL 33134 CONTACT: JAYSON PAGE PHONE: 954.734.0875	\$68,217,697	\$65,758,255	03/21	03/24
21-024	WATER	WRF	01 CENTRAL FL WATER	SAND HILL ROAD WRF UPGRADE AND EXPANSION	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD., KISSIMMEE, FL 33844 CONTACT: GEORGE EVERSEOLE PHONE: 407.377.4341	CAROLLO 200 E. ROBINSON STREET, SUITE #1400, ORLANDO, FL 32801 CONTACT: SUDHAN PARANAJPE PHONE: 407.212.8400	\$28,000,000	\$50,191,497	11/21	12/23
21-027	WATER	WTP	02 TAMPA WATER	TBW SWTP LAMELLA REPLACEMENT	TAMPA BAY WATER 2301 REGIONAL WATER LANE, TAMPA, FL 33619 CONTACT: N/A PHONE: N/A	N/A	\$195,453	\$195,453	03/21	07/21
21-028	WATER	WTP	07 TEXAS WATER	GAYLORD WATER PLANT IMPROVEMENTS	MEMORIAL VILLAGES WATER AUTHORITY 8955 GAYLORD DR., HOUSTON, TX 77024 CONTACT: GROVER S. GRIMES PHONE: 713.465.8318	LANGFORD ENGINEERING 1080 W SAM HOUSTON PKWY N STE 200, HOUSTON, TX 77043 CONTACT: NORMAN GUITIERREZ PHONE: 713.461.3530	\$3,635,955	\$3,525,148	07/21	12/22



Completed Water/Wastewater Projects Since 2021

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
21-029	WATER	WRF	01 CENTRAL FL WATER	OSPREY WRF NUTRIENT REMOVAL UPGRADE	CITY OF TITUSVILLE 555 SOUTH WASHINGTON AVENUE, TITUSVILLE, FL 32796 CONTACT: APRIL CHAPMAN PHONE: 321.567.3973	CDM SMITH 1701 FLORIDA A1A #301, VERO BEACH, FL 32963 CONTACT: MARTIN LEWIS PHONE: 772.231.4301	\$9,537,000	\$10,369,000	05/21	02/23
21-030	WATER	LS	02 TAMPA WATER	LIFT STATION REHAB AT TAMPA BAY WATER DESAL FACILITY	AMERICAN WATER - ACCIONA AGUA, LLC P.O. BOX 3497, CAMDEN, NJ 08101 CONTACT: JONATHAN REILLY PHONE: 813.519.7511	BLACK & VEATCH 3405 W. DR. M.L. KING JR. BLVD, TAMPA, FL CONTACT: N/A PHONE: N/A	\$108,181	\$129,012	05/21	09/21
21-035	WATER		07 TEXAS WATER	GCA FIRST STEP BLOWER REPLACEMENT PROJECT	GULF COAST AUTHORITY 910 BAY AREA BLVD, HOUSTON, TX 77058 CONTACT: JONATHAN SANDHU PHONE: 281.898.3038	N/A	\$667,150	\$840,224	11/21	09/22
21-036	DESIGN BUILD	WRF	14 SOUTHWEST FL WATER	THREE OAKS WRF EXPANSION - PRECON	LEE COUNTY 1500 MONROE STREET, FORT MYERS, FL 33901 CONTACT: LYSSA LOTT PHONE: 239.533.8419	CDM SMITH 4210 METRO PKWY, SUITE 230, FORT MYERS, FL 33916 CONTACT: BRIAN KARMASIN PHONE: 407.660.6317	\$3,840,973	\$3,840,973	11/22	12/23
21-037	DESIGN BUILD	WRF	14 SOUTHWEST FL WATER	THREE OAKS WRF EXPANSION	LEE COUNTY 1500 MONROE STREET, FORT MYERS, FL 33901 CONTACT: LYSSA LOTT PHONE: 239.533.8419	CDM SMITH 4210 METRO PKWY, SUITE 230, FORT MYERS, FL 33916 CONTACT: BRIAN KARMASIN PHONE: 407.660.6317	\$33,000,000	\$41,299,302	11/22	11/25
21-050	WATER	WRF	01 CENTRAL FL WATER	JEА BUCKMAN UV DISINFECTION	JEА 21 W. CHURCH ST., JACKSONVILLE, FL 32202 CONTACT: WILLIAM CLENDENING PHONE: 904.665.4723	200 E. ROBINSON STREET, SUITE #1400, ORLANDO, FL 32801 CONTACT: DWAYNE KREIDLER PHONE: 407.232.3889	\$17,800,520	\$14,236,961	05/21	07/23
21-051	WATER	WWTP	02 TAMPA WATER	HFCAWTF GMP ONE DEWATERING BUILDING	CITY OF TAMPA 306 E JACKSON ST, TAMPA, FL 33602 CONTACT: CHARLIE LYNCH PHONE: 813.274.8916	HAZEN AND SAWYER 1000 N ASHLEY DR, STE 1000, TAMPA, FL 33602 CONTACT: ANDRE DIEFFENTHALLER PHONE: 813.630.4498	\$1,874,528	\$2,631,213	04/21	11/23
21-052	WATER	WTP	07 TEXAS WATER	PINE LAKE COVE WATER PLANT	MONTGOMERY COUNTY MUD NO. 138 C/O ALLEN BOONE HUMPHRIES ROBINSON LLP 3200 SOUTHWEST FREEWAY, STE 2600, HOUSTON, TX 77027 CONTACT: FAITH BRAVERMAN PHONE: 713.800.2085	BLEYL ENGINEERING 100 NUGENT ST, CONROE, TX 77301 CONTACT: TRAVIS WALKER PHONE: 936.441.7833	\$5,362,639	\$5,468,123	05/21	12/24
21-062	DESIGN BUILD	WRF & PS	02 TAMPA WATER	NEWRF ELECTRICAL & PUMP STATION IMP - PRECON	CITY OF ST. PETERSBURG 325 CENTRAL AVE., ST. PETERSBURG, FL 3371 CONTACT: TANEL ANDRY PHONE: 727.892.5382	CARDNO, INC. 380 PARK PLACE BLVD., CLEARWATER, FL CONTACT: THOMAS NOGAJ PHONE: 727.531.3505	\$744,881	\$744,881	07/22	10/23
21-064	WATER		07 TEXAS WATER	GCA BAYPORT BELT CONVETOR 835	GULF COAST AUTHORITY 910 BAY AREA BLVD, HOUSTON, TX 77058 CONTACT: JMARTIN COLEMAN PHONE: 281.226.1123	N/A	\$897,000	\$916,052	11/21	12/22
21-067	WATER	PS	08 CAROLINAS WATER	MAULDIN ROAD RAS PUMP STATION	RENEWABLE WATER RESOURCES 561 MAULDIN RD., GREENVILLE, SC 29607 CONTACT: JULIE DACUS PHONE: 864.299.4000	HAZEN AND SAWYER 9101 SOUTHERN PINE BLD., CHARLOTTE, NC 28273 CONTACT: JARED HARTWIG PHONE: 704.357.3150	\$3,278,250	\$3,322,246	03/22	07/24
21-068	WATER	WRF	02 TAMPA WATER	BEE RIDGE WRF INTERIM PROCESS IMPROVEMENTS	SARASOTA COUNTY 1001 SARASOTA CENTER BLVD., SARASOTA, FL 34240 CONTACT: GENE ALLEN PHONE: 941.861.0564	KIMLEY-HORN & ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST SUITE 2350, JACKSONVILLE, FL 32258 CONTACT: KELLY BLAKE SMITH PHONE: 904.730.1974	\$4,615,925	\$4,434,092	05/21	12/22
21-069	WATER		03 SOUTH FL WATER	SIEMENS PLAN B - MAINTENANCE	SIEMENS INDUSTRY, INC. 3021 N. COMMERCE PARKWAY, MIRAMAR, FL 33025 CONTACT: DUAINЕ EDWARDS PHONE: 954.364.6600	N/A	\$200,000	\$125,206	04/21	11/22
21-072	WATER	WTP	07 TEXAS WATER	MANVEL TOWN CENTER WATER PLANT	BRAZORIA COUNTY MUD 42 3200 SOUTHWEST FREEWAY, SUITE 2600, HOUSTON, TX 77027 CONTACT: CHRIS HANVEY PHONE: 713.860.6400	BGE, INC. 10777 WESTHEIMER, SUITE 400, HOUSTON, TX 77042 CONTACT: KATE HALLAWAY PHONE: 713.488.8251	\$4,844,000	\$4,095,447	07/21	03/23
21-074	WATER	WTP	03 SOUTH FL WATER	STOF HOLLYWOOD WTP SULFURIC ACID IMPROVEMENTS	SEMINOLE TRIBE OF FLORIDA 6300 STIRLING ROAD, HOLLYWOOD, FL 33024 CONTACT: DENISE CARPENTER PHONE: 954.966.6300	HAZEN AND SAWYER 4000 HOLLYWOOD BLVD., STE 750N, HOLLYWOOD, FL 33021 CONTACT: PATRICIA CARNEY PHONE: N/A	\$1,671,000	\$1,600,555	07/21	08/22
21-075	WATER	WTP	03 SOUTH FL WATER	STOF BRIGHTON WTP PROCESS IMPROVEMENTS	SEMINOLE TRIBE OF FLORIDA 6300 STIRLING ROAD, HOLLYWOOD, FL 33024 CONTACT: DENISE CARPENTER PHONE: 954.966.6300	HAZEN AND SAWYER 4000 HOLLYWOOD BLVD., STE 750N, HOLLYWOOD, FL 33021 CONTACT: PATRICIA CARNEY PHONE: N/A	\$16,207,000	\$16,344,734	07/21	07/24
21-076	WATER	UTILITY	10 GULF COAST WATER	BLUFF SWAMP FLOOD REDUCTION PROJECT	EAST ASCENSION CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 1 (EACGDD) 615 EAST WORTHY ROAD, GONZALES, LA 70737 CONTACT: DEVIN RUSS PHONE: 225.450.1147	GSA CONSULTING ENGINEERS, INC. 1022 SOUTH PURPERA AVE., GONZALES, LA 70737 CONTACT: KIMBERLY KOEHL PHONE: 225.644.5523	\$2,519,137	\$2,601,174	08/21	09/22
21-077	WATER	WWTP	07 TEXAS WATER	WWTP IMP. - DIASTER RELIEF - FEMA	HARRIS COUNTY WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 1 125 SAN JACINTO STREET, HIGHLANDS, TX 77562 CONTACT: MARK TAYLOR PHONE: 281.426.2116	LJA ENGINEERING INC. 11821 EAST FREEWAY, SUITE 360, HOUSTON, TX 77029 CONTACT: LES DODSON PHONE: 713.450.1300	\$7,446,002	\$7,635,704	06/21	05/23
21-079	WATER		01 CENTRAL FL WATER	MELBOURNE LAMELLA REPLACEMENT	CITY OF MELBOURNE 900 E. STRAWBRIDGE AVE., MELBOURNE, FL 32901 CONTACT: DAVID PHARES PHONE: 321.255.4622	N/A	\$51,550	\$51,550	06/21	08/21
21-084	WATER	WELLS	14 SOUTHWEST FL WATER	CFM P21 AND P22 WELLS	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33902 CONTACT: ALAN GIL PHONE: 239.336.9970	BLACK AND VTECH CORPORATION 4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: SAM MILLER PHONE: 407.419.3575	\$3,161,679	\$2,350,706	08/21	02/23
21-088	WATER	WRF	03 SOUTH FL WATER	VOW WRF GENERATOR & PROCESS CONTROL IMPROVEMENTS	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	HAZEN AND SAWYER 2101 NW CORPORATE BLVD, SUITE 301, BOCA RATON, FL, 33431 CONTACT: ERIC STANLEY PHONE: 561.997.8070	\$2,700,000	\$2,592,909	11/21	11/23
21-089	WATER	WRF PS	01 CENTRAL FL WATER	DAYTONA WESTSIDE REGIONAL WRF PUMP STATION & HEADWORKS PRECON	CITY OF DAYTONA BEACH 125 BASIN STREET, SUITE 104, DAYTONA BEACH, FL 32114 CONTACT: ERIC SMITH PHONE: 386.671.8829	HAZEN AND SAWYER 919 LAKE BALDWIN LANE, #200, ORLANDO, FL, 32814 CONTACT: JOSEFIN HIRST PHONE: 813.549.2123	\$34,000,000	\$33,938,571	06/21	12/24
21-097	WATER	WTP	03 SOUTH FL WATER	VOW WTP WELL VFD RETROFIT	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	MOCK ROOS 5720 CORPORATE WAY, WEST PALM BEACH, FL 33407 CONTACT: JOHN CAIRNES PHONE: 561472.6275	\$2,000,000	\$2,458,419	02/22	08/24
21-099	WATER	WTP	03 SOUTH FL WATER	VOW WTP TRAIN 8 EXPANSION	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	KIMLEY-HORN & ASSOCIATES, INC. 1920 WEKIVA WAY STE 200, WEST PALM BEACH, FL 33411 CONTACT: NICK BLACK PHONE: 561.845.0665	\$2,200,000	\$2,126,908	10/21	03/23
21-100	DESIGN BUILD	WTP	03 SOUTH FL WATER	VOW WTP CHEMICAL SYSTEM IMPROVEMENTS - PRECON	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	KIMLEY-HORN & ASSOCIATES, INC. 1920 WEKIVA WAY STE 200, WEST PALM BEACH, FL 33411 CONTACT: MATT TEBOW PHONE: 561.845.0665	\$22,550	\$7,074	05/22	08/23
21-101	WATER	WTP	03 SOUTH FL WATER	VOW WTP CHEMICAL SYSTEM IMPROVEMENTS	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	KIMLEY-HORN & ASSOCIATES, INC. 1920 WEKIVA WAY STE 200, WEST PALM BEACH, FL 33411 CONTACT: MATT TEBOW PHONE: 561.845.0665	\$1,550,000	\$956,621	05/22	09/24
21-104	WATER		01 CENTRAL FL WATER	KANAPAHA PHASE 2 EAST ELEC BUILDING	GAINESVILLE REGIONAL UTILITIES 4747 N. MAIN ST, GAINESVILLE, FL 32609 CONTACT: RACHEL LOCKHART PHONE: 352.393.1618	JACOBS ENGINEERING GROUP 200 W. FORSYTH ST., STE. 1520, JACKSONVILLE, FL 32202 CONTACT: SAMANTHA HAZEL PHONE: 904.224.3136	\$572,829	\$1,891,915	02/22	09/23



Completed Water/Wastewater Projects Since 2021

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
21-105	WATER	PS	01 CENTRAL FL WATER	CAMELOT INFLUENT PUMP STATION REHAB	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD, KISSIMMEE, FL 33844 CONTACT: DEBORAH BEATTY PHONE: 407.944.5023	TETRA TECH 302 EAST PINE STREET, STE 1000, ORLANDO, FL 32801 CONTACT: JOHN TOOMEY PHONE: 407.480.3920	\$747,000	\$747,000	01/22	08/22
21-110	WATER	PS	08 CAROLINAS WATER	GASTONIA - ARMSTRONG FORD PUMP STATION	THE CITY OF GASTONIA PO BOX 1748, GASTONIA, NC 28053 CONTACT: MARGO TAUZEL PHONE: N/A	400 A TYRON STREET, SUITE 1300, CHARLOTTE, NC 28285 CONTACT: BRIAN HOUSTON PHONE: 704.376.6423	\$9,346,500	\$9,549,425	10/21	05/23
21-112	WATER	WTP	03 SOUTH FL WATER	VOW WTP CHLORINE REACTOR TANK	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	1920 WEKIVA WAY, STE 200, WEST PALM BEACH, FL 33411 CONTACT: MATT TEBOW PHONE: N/A	\$59,389	\$48,544	08/21	06/22
21-113	WATER	PS	10 GULF COAST WATER	ANGOLA PRISON PUMP STATION	STATE OF LOUISIANA, DIVISION OF ADMINISTRATION 1201 NORTH THIRD STREET, SUITE 7.160, BATON ROUGE, LA 70802 CONTACT: BILLY BRELAND PHONE: 225.235.5583	MANCHAC CONSULTING GROUP, INC. 10542 SOUTH GLENSTONE PLACE, BATON ROUGE, LA 70802 CONTACT: CHRIS LACROIX PHONE: 225.448.3972	\$7,409,409	\$8,063,489	09/21	12/23
21-116	WATER	UTILITY	01 CENTRAL FL WATER	WILLISTON - PW LINE EMERGENCY REPLACEMENT	CITY OF WILLISTON 50 NW MAIN STREET, WILLISTON, FL 32696 CONTACT: JACKIE GORMAN PHONE: 352.528.3060	601 SOUTH LAKE DESTINY DRIVE, STE 290, MAITLAND, FL 32751 CONTACT: DENNIS DAVIS PHONE: 407.785.5784	\$82,435	\$82,435	08/21	10/21
21-118	WATER	WTP	14 SOUTHWEST FL WATER	CORKSCREW WTP SOFTENER NO. 2 REHABILITATION	LEE COUNTY UTILITIES 1500 MONROE STREET, FORT MYERS, FL 33901 CONTACT: TAYLA BICKLE, P.E. PHONE: 239.533.8804	1821 VICTORIA AVE, FORT MYERS, FL 33901 CONTACT: DANIEL CRAIG PHONE: 239.337.3330	\$540,000	\$1,190,257	01/22	01/24
21-119	DESIGN BUILD		01 CENTRAL FL WATER	GOLDEN OCALA EQUESTRIAN RIBS	GOLDEN OCALA EQUESTRIAN LAND, LLC 600 GILLAM ROAD, WILINGTON, OH, 45177 CONTACT: DONALD DALUCA PHONE: 352.275.2300	730 NE WALDO RD, GAINESVILLE, FL 32641 CONTACT: JOHN HORVATH PHONE: 352.377.5821	\$393,046	\$2,216,527	10/21	02/23
21-122	WATER	WWTP	02 TAMPA WATER	HFCAWTF MASTER PLAN DESIGN BUILD AMENDMENT 1	CITY OF TAMPA 306 EAST JACKSON STREET, TAMPA, FL 33602 CONTACT: CHARLIE LYNCH, P.E. PHONE: 813.274.8816	1000 NORTH ASHLEY DRIVE, SUITE 1000, TAMPA, FL 33605 CONTACT: ANDRE DIEFFENTHALLER PHONE: 813.630.4498	\$500,000	100%	02/23	06/24
21-123	WATER		03 SOUTH FL WATER	VOW - STORAGE TANK CLEANING AND INSPECTION SERVICES	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	2101 NW CORPORATE BLVD, STE 301, BOCA RATON, FL 33431 CONTACT: N/A PHONE: N/A	\$250,000	\$237,723	10/21	06/22
21-136	WATER	WTF	02 TAMPA WATER	DLTWTF HSP5 - GMP#2 JACOBS	CITY OF TAMPA 7005 NORTH 30TH STREET, UNIT 1, TAMPA, FL 33610 CONTACT: ROY MCKENZIE PHONE: 813.274.7104	643 SW 4TH AVE., STE 400, GAINESVILLE, FL 32601 CONTACT: DAVE SCHOSTER PHONE: 352.384.7167	\$2,900,000	\$5,896,767	10/21	11/24
21-142	WATER	WWTP	01 CENTRAL FL WATER	MID-CLAY WWTF PHASE II EXPANSION	CLAY COUNTY UTILITY AUTHORITY 3176 OLD JENNINGS ROAD, MIDDLEBURG, FL 32068 CONTACT: WARRICK SAMS PHONE: 904.213.2403	580.1 WELLS ROAD, ORANGE PARK, FL 32073 CONTACT: TIM NORMAN PHONE: 904.278.0030	\$7,097,000	\$5,149,567	12/21	07/23
21-144	WATER	WRF	14 SOUTHWEST FL WATER	FMB WRF AIR PIPE EMERGENCY REPLACEMENT	LEE COUNTY UTILITIES 1500 MONROE STREET, FORT MYERS, FL 33901 CONTACT: LUIS MOLINA, PE PHONE: 239.533.8151	301 NORTH CATTLEMAN ROAD, STE 302, SARASOTA, FL 34232 CONTACT: DHARMIN DESAI, PE PHONE: 813.863.1025	\$250,000	\$563,466	03/22	09/22
21-153	WATER	PS	02 TAMPA WATER	PINELLAS COUNTY PUMP STATION 079	PINELLAS COUNTY UTILITIES 14 SOUTH FORT HARRISON AVENUE, CLEARWATER, FL 33756 CONTACT: TED ARMSTRONG PHONE: 727.646.3588	5201 W. KENNEDY BLVD., SUITE 620, TAMPA, FL 33609 CONTACT: MICHAEL SXTON PHONE: 813.579.5107	\$4,309,896	\$4,108,649	01/22	05/23
21-158	WATER		07 TEXAS WATER	GCA 1ST & 2ND STEP RECIRC PUMP & PIPING REPLACEMENT	GULF COAST AUTHORITY 910 BAY AREA BLVD., HOUSTON, TX 77058 CONTACT: JONATHAN SANDHU PHONE: 281.808.7038	4820 FM 2004, HITCHCOCK, TX 77507 CONTACT: DEDY LUCARDI PHONE: 409.986.6504	\$3,575,000	\$6,605,588	06/22	06/24
21-160	CMAR	WELLS	14 SOUTHWEST FL WATER	CFM PRODUCTION WELLS P-1S & P2S	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33901 CONTACT: ALAN GIL PHONE: 739.221.7450	4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: SAM MILLER PHONE: 407.419.5575	\$3,165,939	\$2,176,620	03/22	10/24
21-164	WATER	WWTP	08 CAROLINAS WATER	JOHNSTON COUNTY BIOSOLIDS	JOHNSTON COUNTY, NORTH CAROLINA P.O. BOX 2263, SMITHFIELD, NC 27577 CONTACT: KIMBERLY C. RINEER, P.E. PHONE: 919.880.0732	4011 WEST CHASE BLVD, STE 500, RALEIGH, NC 27607 CONTACT: N/A PHONE: N/A	\$25,097,000	\$24,998,424	04/22	09/24
21-169	WATER	WWTP	07 TEXAS WATER	HCMUD 559 WWTP PHASE 1	HARRIS COUNTY MUD NO. 555/ALLEN BA BOONE HUMPHRIES ROBINSON 3200 SOUTHWEST FREEWAY, SUITE 2600, HOUSTON, TX 77027 CONTACT: HOLLY HUSTON PHONE: 713.800.6479	10777 WESTHEIMER, SUITE 400, HOUSTON, TX 77042 CONTACT: LAUREN HOWARD PHONE: 281.558.8700	\$2,167,760	\$2,140,298	01/22	12/22
22-001	WATER	UTILITY	10 GULF COAST WATER	2022 BR VALVE MAITENANCE CONTRACT	CITY OF BATON ROUGE 222 SAINT LOUIS STREET, BATON ROUGE, LA 70802 CONTACT: ADAM SMITH PHONE: 225.389.4865	100 NORTH STREET, SUITE 901, BATON ROUGE, LA 70802 CONTACT: SULIMAN HAMED PHONE: 504.777.5064	\$400,000	\$203,053	01/22	12/22
22-005	WATER	WWTP	10 GULF COAST WATER	NWWTP - CLARIFIER DRIVE & GATE REPLACEMENT PROJECT	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, ROOM 826, BATON ROUGE, LA 70802 CONTACT: ARVIN F. JONES PHONE: 225.389.3259	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, ROOM 826, BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: N/A	\$64,497	\$40,990	02/22	09/22
22-006	WATER	WRF	03 SOUTH FL WATER	VOW WRF DRYER PLATFORM	VILLAGE OF WELLINGTON 12300 FORESTHILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	2101 NW CORPORATE BLVD, SUITE 301, BOCA RATON, FL 33431 CONTACT: ERIC STANLEY PHONE: 561.997.8070	\$200,000	\$147,352	04/22	02/23
22-009	WATER	WWTP	10 GULF COAST WATER	NWWTP - 2022 MAINTENANCE CONTRACT	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, ROOM 826, BATON ROUGE, LA 70802 CONTACT: ADAM M. SMITH PHONE: 225.389.4865	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, ROOM 826, BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: N/A	\$450,000	\$328,755	02/22	12/22
22-017	WATER	WWTP	01 CENTRAL FL WATER	SAWGRASS WWTP - LIFT STATION IMPROVEMENTS	ST. JOHN COUNTY UTILITY DEPARTMENT 1205 STATE ROAD 16, ST. AUGUSTINE, FL 32084 CONTACT: SCOTT TRIGG, P.E. PHONE: 904.209.2622	10245 CENTURION PARKWAY NORTH, STE 320, JACKSONVILLE, FL 32256 CONTACT: LESLIE SAMEL PHONE: 704.249.6592	\$468,562	\$515,114	04/22	09/22
22-018	WATER	WWTP	01 CENTRAL FL WATER	MOUNT DORA WWTF #2 - ODOR CONTROL REPLACEMENT	CITY OF MOUNT DORA 1250 NORTH HIGHLAND STREET, MOUNT DORA, FL 32757 CONTACT: JOE GRUSAUSKAS PHONE: 352.630.8363	189 SOUTH ORANGE AVE, STE 1000, ORLANDO, FL 32801 CONTACT: NICOLE MCCONNELL PHONE: 407.409.7005	\$648,801	\$329,390	04/22	12/22
22-022	WATER	WRF	01 CENTRAL FL WATER	GRU MAIN STREET WRF DIGESTER REPAIR	GAINESVILLE REGIONAL UTILITIES 4747 N. MAIN ST, GAINESVILLE, FL 32609 CONTACT: RACHEL LOCKHART PHONE: 352.393.1618	N/A	\$21,800	\$20,193	02/22	04/22
22-029	DESIGN BUILD	WWTP	01 CENTRAL FL WATER	TURNPIKE WWTF PHASE 2 IMPROVEMENTS - PRECON	CITY OF LEESBURG 501 WEST MEADOW STREET, LEESBURG, FL 34748 CONTACT: CLIFF KELSEY PHONE: 352.435.2411	DEWBERRY 800 NORTH MAGNOLIA AVENUE, SUITE 100, ORLANDO, FL 32803 CONTACT: DEVAN WHITE PHONE: 407.620.8545	\$148,381	\$98,381	02/22	09/23
22-031	WATER	WWTP	02 TAMPA WATER	HFC AWTP DB AMEND NO. 2 BIOGAS & DARS	CITY OF TAMPA 306 E. JACKSON, TAMPA, FL 33602 CONTACT: CHARLIE LYNCH, P.E. PHONE: 813.274.8816	1000 N. ASHLEY DRIVE, SUITE 1000, TAMPA, FL 33605 CONTACT: ANDRE DIEFFENTHALLER PHONE: 813.630.4498	\$500,000	\$575,484	10/23	11/25
22-036	WATER	WTP	16 NORTH FL WATER	GRU MURPHREE WTP HSP #06	GAINESVILLE REGIONAL UTILITIES 4747 N. MAIN ST, GAINESVILLE, FL 32609 CONTACT: RACHEL LOCKHART PHONE: 352.393.1618	JACOBS ENGINEERING GROUP 200 W. FORSYTH ST., STE. 1520, JACKSONVILLE, FL 32202 CONTACT: TIM PTAK PHONE: 352.384.7159	\$3,500,000	\$3,820,700	05/22	06/24
22-037	WATER	WRF	01 CENTRAL FL WATER	PARKWAY WRF FILTER & RAS/WAS PUMP REPLACEMENT	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD., KISSIMMEE, FL 33844 CONTACT: ANUSHA RAVICHANDRAN PHONE: 407.944.5028	TETRA TECH 201 E PINE ST, STE 1000, ORLANDO, FL 32801 CONTACT: JOHN TOOMEY PHONE: 407.480.3945	\$3,767,000	\$3,358,731	05/22	07/23



Completed Water/Wastewater Projects Since 2021

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
22-040	WATER	WTP	03 SOUTH FL WATER	VOW WTP RENEWAL & REHAB GMP 1	VILLAGE OF WELLINGTON 12300 FORESTHILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	KIMLEY-HORN & ASSOCIATES, INC. 1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411 CONTACT: NICK BLACK PHONE: 561.845.0665	\$1,694,316	\$1,690,361	04/22	03/23
22-050	WATER	WTP	03 SOUTH FL WATER	VOW WTP GENERATOR 3 REPLACEMENT	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD, WELLINGTON, FL 33414 CONTACT: SHANNON LAROCQUE PHONE: 561.758.8881	HILLERS ELECTRICAL ENGINEERING 23257 STATE ROAD 7, SUITE 100, BOCA RATON, FL 33428 CONTACT: BRANDON HAAS PHONE: 561.451.9165	\$3,000,000	\$3,003,333	03/23	11/25
22-057	WATER	WWTP	01 CENTRAL FL WATER	ANASTASIA ISLAND WWTF SOLIDS HANDLING IMPROVEMENTS	ST. JOHNS COUNTY UTILITY DEPARTMENT 1205 STATE ROAD 16, ST. AUGUSTINE, FL 32084 CONTACT: SCOTT TRIGG, P.E. PHONE: 904.209.2622	CONSTANTINE ENGINEERING 100 CENTER CREED RD. SUITE 108, ST. AUGUSTINE, FL 32084 CONTACT: DAVID RASMUSSEN PHONE: 904.562.2185	\$2,587,000	\$2,822,528	06/22	12/23
22-059	DESIGN BUILD	WTP	01 CENTRAL FL WATER	GLEN ABBEY WTP FILTER IMPROVEMENTS - PRECON	VOLUSIA COUNTY WATER RESOURCES AND UTILITIES 123 WEST INDIANA AVENUE, DELAND, FL 3272 CONTACT: ROGER SMITH PHONE: 386.804.7870	CDM SMITH 101 SOUTHALL LANE, MAITLAND, FL 32751 CONTACT: ED LUNA PHONE: 407.660.6479	\$28,931	\$3,793	03/22	01/24
22-073	WATER	WRF	16 NORTH FL WATER	JEA BUCKMAN FINE SCREENS	JEA 21 W. CHURCH ST., JACKSONVILLE, FL 32202 CONTACT: WILLIAM CLENDENING PHONE: 904.666.4223	CAROLLO 4720 SALISBURY ROAD, SUITE 117, JACKSONVILLE, FL 32256 CONTACT: SCOTT LEE PHONE: 407.277.4217	\$3,684,712	\$3,459,801	06/22	09/24
22-079	WATER	WWTP	07 TEXAS WATER	ROMAN FOREST WWTP DISASTER RELIEF	ROMAN FOREST CONSOLIDATED MUNICIPAL UTILITY DISTRICT 611 MAGNOLIA BEND, NEW CANEY, TX 77357 CONTACT: CHRIS BUEGER PHONE: 281.688.6322	LJA ENGINEERING INC. 11821 EAST FREEWAY, SUITE 360, HOUSTON, TX 77029 CONTACT: JIMMY FLOWERS PHONE: 713.460.1300	\$8,797,000	\$9,087,225	07/22	08/24
22-082	WATER	WWTP	07 TEXAS WATER	DALLAS SALMON WWTP RAS IMPROVEMENTS	CITY OF LEAGUE CITY 300 W. WALKER STREET, LEAGUE CITY, TX 77573 CONTACT: SANDY SABATIER PHONE: 281.554.1400	ARDURRA GROUP, INC. 3115 ALLEN PARKWAY, SUITE 300, HOUSTON, TX 77019 CONTACT: JAMES NASH, P.E. PHONE: 281.666.5124	\$2,423,100	\$2,423,100	07/22	12/23
22-084	WATER	WWTP	01 CENTRAL FL WATER	COSA WWTP #01 HEADWORKS IMPROVEMENTS	CITY OF ST. AUGUSTINE 75 KING ST, LOBBY D 4TH FLOOR, ST. AUGUSTINE, FL 32804 CONTACT: STEVEN SLAUGHTER PHONE: 904.209.4227	CDM SMITH 4651 SALISBURY ROAD STE 420, JACKSONVILLE, FL 32256 CONTACT: YANNI POLEMATIDIS PHONE: 904.537.6732	\$3,982,271	\$4,300,893	08/22	09/23
22-089	WATER	WTP	01 CENTRAL FL WATER	GRU MURPHREE WTP RC3	GAINESVILLE REGIONAL UTILITIES 4747 NORTH MAIN STREET, GAINESVILLE, FL 32746 CONTACT: RACHEL LOCKHART PHONE: 352.393.1618	JACOBS ENGINEERING 200 WEST FORSYTH STREET, SUITE 1520, JACKSONVILLE, FL 32202 CONTACT: TIM PTAK PHONE: 252.284.2150	\$1,000,000	\$1,023,554	02/23	08/23
22-090	WATER	WTP	10 GULF COAST WATER	HEATHERLOCH MUD - WATER PLANT 1 EXPANSION	HEATHERLOCH MUD/COATS 9 GREENWAY PLAZA, SUITE 1000, HOUSTON, TX 77046 CONTACT: W. DICKINSON YALE, JR. PHONE: 713.663.0111	QUIDDITY ENGINEERING LLC (FORMERLY KNOWN AS JONES CARTER) 6330 WEST LOOP SOUTH, SUITE 150, BELLAIRE, TX 77401 CONTACT: AMY HENNARD PHONE: 713.777.5076	\$2,983,820	\$2,999,721	08/22	09/24
22-102	WATER	WTP	16 NORTH FL WATER	WTP MCC & GENERATOR IMPROVEMENTS	CITY OF ST. AUGUSTINE 75 KING ST, LOBBY D 4TH FLOOR, ST. AUGUSTINE, FL 32804 CONTACT: MARCUS PINSON PHONE: 904.823.2204	FOUR WATERS ENGINEERING, INC. 324 6TH AVENUE NORTH, JACKSONVILLE BEACH, FL 32250 CONTACT: NICHOLAS DEGUIDA PHONE: 904.414.2400	\$1,800,000	\$2,325,807	11/22	10/24
22-104	WATER	WSP	07 TEXAS WATER	MALLARD WATER SUPPLY PROJECT	EPCOR, INC. 2355 WEST PINNACLE PEAK ROAD, SUITE 300, PHOENIX, AZ 85027 CONTACT: DANIEL BAILET PHONE: 602.445.2400	HALFF ASSOCIATES, INC. 13620 BRIARWICK DRIVE, SUITE 100, AUSTIN, TX 78729 CONTACT: DAN FRANZ PHONE: 512.777.4600	\$20,000,000	\$11,337,178	11/22	11/24
22-107	WATER		02 TAMPA WATER	60TH AVENUE WEST & 62ND STREET WEST WM REPLACEMENT	MANATEE COUNTY 1022 26TH AVENUE EAST, BRADENTON, FL 34208 CONTACT: JIM SHULER PHONE: 239.872.5961	MANATEE COUNTY 1022 26TH AVENUE EAST, BRADENTON, FL 34208 CONTACT: LORENZO DUARTE PHONE: 941.708.7450	\$525,500	\$1,125,483	01/23	12/23
22-108	WATER	WTP, GST & PS	01 CENTRAL FL WATER	HEINEMAN STREET POTABLE WATER GST & PS	CITY OF DAYTONA BEACH 125 BASIN STREET, SUITE 104, DAYTONA BEACH, FL 32114 CONTACT: NICHOLAS LLOYD, PE PHONE: 386.671.8820	TETRA TECH 201 EAST PINE STREET, SUITE 1000, ORLANDO, FL 32801 CONTACT: JENNIFER RIBOTTI, PE	\$12,415,000	\$12,568,978	01/23	08/24
22-109	WATER	BPS	03 SOUTH FL WATER	VOW BOOSTER STATION IMPROVEMENTS PHASE 1	VILLAGE OF WELLINGTON 12300 FORESTHILL BLVD, WELLINGTON, FL 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	KIMLEY-HORN & ASSOCIATES, INC. 1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411 CONTACT: NICK BLACK PHONE: 561.845.0665	\$807,115	\$1,241,949	01/23	11/23
22-110	DESIGN BUILD	UTILITY EXTENSION	01 CENTRAL FL WATER	MARION COUNTY - THE CENTERS UTILITY EXTENSION	MARION COUNTY UTILITIES 11800 SE US HWY 441, BELLEVUE, FL 34420 CONTACT: JODY KIRKMAN PHONE: 352.302.4625	JONES EDMUNDS 730 NE WALDO ROAD, GAINESVILLE, FL 32641 CONTACT: JOHN HORVATH PHONE: 352.328.9637	\$5,000,000	\$5,865,913	04/23	12/24
22-111	WATER	PS	01 CENTRAL FL WATER	BLACK CREEK WRDP INTAKE & PS	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT P.O. BOX 1429, PALATKA, FL 32178 CONTACT: BOB MALEWAY, PE PHONE: 386.312.2266	CDM SMITH 4651 SALISBURY ROAD, SUITE 420, JACKSONVILLE, FL 32256 CONTACT: SHAYNE WOOD PHONE: 904.983.5568	\$15,847,000	\$18,303,959	11/22	12/24
22-114	WATER	WWTP	16 NORTH FL WATER	COLUMBIA COUNTY NFMP WWTP	COLUMBIA COUNTY 135 NE HERNANDO AVENUE, SUITE 203, LAKE CITY, FL 32055 CONTACT: STACEY COWART PHONE: 386.710.2028	JONES EDMUNDS & ASSOCIATES, INC. 730 NE WALDO ROAD, GAINESVILLE, FL 32641 CONTACT: TOM FRIEDRICH PHONE: 352.327.5821	\$19,000,000	\$24,810,246	03/23	05/25
22-117	WATER	WTP	16 NORTH FL WATER	CCUA - POTABLE REUSE DEMONSTRATION FACILITY	CLAY COUNTY UTILITY AUTHORITY 3176 OLD JENNINGS ROAD. MIDDLEBURG, FL 32068 CONTACT: WARRICK SAMs PHONE: 904.212.2402	CAROLLO 390 INTERLOCKEN CRESCENT, SUITE 800, BLOOMFIELD, CO 80021 CONTACT: JASON ASSOULINE, PE PHONE: 303.324.1278	\$4,540,000	\$4,538,093	11/22	09/24
22-123	DESIGN BUILD	UTILITY	01 CENTRAL FL WATER	MARION COUNTY - SILVER SPRINGS SHORES PHASE III	MARION COUNTY BOARD OF COUNTY COMMISSIONERS - ENV. SRVS 11800 US.441, BELLEVUE, FL 34420 CONTACT: JODY KIRKMAN PHONE: 352.302.4625	JONES EDMUNDS AND ASSOCIATES, INC. 750 NE WALDO ROAD, GAINESVILLE, FL 32641 CONTACT: JOHN HORVATH PHONE: 352.328.9637	\$18,000,000	\$1,094,110	09/23	01/25
22-124	DESIGN BUILD	WRF	01 CENTRAL FL WATER	WATER CONSERV 1 WRF REHABILITATION & EXPANSION - PRECON	CITY OF ORLANDO PUBLIC WORKS DEPARTMENT 400 SOUTH ORANGE AVENUE, ORLANDO, FL 32801 CONTACT: KRISTINA FRIES PHONE: 407.246.3353	AECOM TECHNICAL SERVICES, INC. 150 NORTH ORANGE AVENUE, ORLANDO, FL 32801 CONTACT: JENNIFER LYONS PHONE: 407.843.6552	\$4,485,906	\$244,366	09/22	12/23
22-129	WATER	WWTP	14 SOUTHWEST FL WATER	CENTRAL AWWTF AERATION IMPROVEMENTS	AERATION INDUSTRIES INTERNATIONAL 4100 PEAVEY ROAD, CHASKA, MN 55318 CONTACT: BEN LIPPERT PHONE: 952.565.5729	AERATION INDUSTRIES INTERNATIONAL 4100 PEAVEY ROAD, CHASKA, MN 55318 CONTACT: BEN LIPPERT PHONE: 952.565.5729	\$303,682	\$303,682	12/22	05/23
22-133	DESIGN BUILD		14 SOUTHWEST FL WATER	CFM SECONDARY CLARIFIER REHAB - PRECON	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33902 CONTACT: NICOLE MONAHAN PHONE: 239.321.7450	KIMLEY-HORN & ASSOCIATES 1412 JACKSON STREET, SUITE 2, FORT MYERS, FL 33901 CONTACT: DOUG ECKMANN PHONE: 239.271.2652	\$571,608	\$571,608	10/22	06/24
22-136	WATER	PS	10 GULF COAST WATER	LID 17 STORM WATER PS	FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 17 1650 HIGHWAY 6 SOUTH, SUITE 430, SUGAR LAND, TX 77478 CONTACT: DAVID GORNET PHONE: 281.240.6454	LJA ENGINEERING, INC. 3600 W. SAM HOUSTON PARKWAY SOUTH, SUITE 600, HOUSTON, TX 77042 CONTACT: GREGG B. HAAN PHONE: 713.953.5200	\$4,323,700	\$4,081,221	01/23	09/24
22-138	WATER	WTP	14 SOUTHWEST FL WATER	OLGA WTP CLARIFIER NO. 1 REHAB	LEE COUNTY UTILITIES 1500 MONROE STREET, FORT MYERS, FL 33901 CONTACT: LYSSA LOTT PHONE: 239.533.8418	N/A	\$1,200,000	\$1,404,763	01/23	07/24
22-139	WATER	WTP	03 SOUTH FL WATER	WTP RWM-DRAINAGE CONFLICT REPLACEMENT-VW	VILLAGE OF WELLINGTON 12300 FORESTHILL BLVD., WELLINGTON, FL, 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	VILLAGE OF WELLINGTON 12300 FORESTHILL BLVD., WELLINGTON, FL, 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	\$226,996	\$161,996	12/22	05/23
22-140	WATER	WRF	02 TAMPA WATER	BEE RIDGE WRF EXPANSION - HEADWORKS	SARASOTA COUNTY 1001 SARASOTA CENTER BLVD., SARASOTA, FL 34240 CONTACT: TBD PHONE: TBD	CAROLLO ENGINEERS, INC. 101 E. KENNEDY BLVD., SUITE 700, TAMPA, FL 33602 CONTACT: JODY BARKSDALE PHONE: 813.888.9572	\$14,480,819	\$8,493,340	01/23	11/25

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
22-147	DESIGN BUILD		02 TAMPA WATER	PLANT CITY - PARK ROAD COLLECTIONS SYSTEM EXPANSION - PRECON	CITY OF PLANT CITY UTILITIES DEPARTMENT 302 WEST REYNOLD STREET, PLANT CITY, FL 33563 CONTACT: HYE "JAY" KWAG PHONE: 813.365.4929	WADE TRIM 201 NORTH FRANKLIN STREET, TAMPA, FL 33602 CONTACT: TIMOTHY PALMER PHONE: 813.882.4373	\$49,807	\$49,807	10/22	11/23
22-148	WATER		02 TAMPA WATER	PLANT CITY - PARK ROAD COLLECTIONS SYSTEM EXPANSION - PRECON	CITY OF PLANT CITY UTILITIES DEPARTMENT 302 WEST REYNOLD STREET, PLANT CITY, FL 33563 CONTACT: HYE "JAY" KWAG PHONE: 813.365.4929	WADE TRIM 201 NORTH FRANKLIN STREET, TAMPA, FL 33602 CONTACT: TIMOTHY PALMER PHONE: 813.882.4373	\$2,500,000	\$3,269,103	07/23	01/25
22-153	WATER	WWTP	02 TAMPA WATER	NORTHSIDE WWTP EFFLUENT STORAGE FACILITY	CITY OF LAKELAND 228 S. MASSACHUSETTS AVENUE, LAKELAND, FL 33811 CONTACT: MATTHEW FOWLER PHONE: 863.834.6180	N/A	\$1,747,330	\$1,685,023	12/22	06/23
22-157	WATER	WRF	03 SOUTH FL WATER	VOW WRF MISCELLANEOUS IMPROVEMENTS	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD., WELLINGTON, FL 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	VILLAGE OF WELLINGTON 12300 FOREST HILL BLVD., WELLINGTON, FL 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	\$93,884	\$83,508	02/23	07/23
22-160	WATER	WWTP	01 CENTRAL FL WATER	BATES AVE WWTP EXPANSION	CITY OF EUSTIS 10 NORTH GROVE STREET, EUSTIS, FL 32771 CONTACT: RICK GIEROK PHONE: 352.483.5430	601 SOUTH LAKE DESTINY DRIVE, SUITE 290, MAITLAND, FL 32751 CONTACT: BARTT BOOZ PHONE: 407.710.2214	\$9,000,000	\$10,404,474	04/23	09/24
22-168	WATER	WRF	08 CAROLINAS WATER	REWA - LOWER REEDY WRRF DIGESTER IMPROVEMENTS	RENEWABLE WATER RESOURCES (REWA) 561 MAULDIN RD., GREENVILLE, SC 29607 CONTACT: ANGELA ALLEN PHONE: 864.299.4000	9101 SOUTHERN PINE BLD., CHARLOTTE, NC 28273 CONTACT: COLBY WHITELEY PHONE: 704.941.6997	\$9,208,000	\$8,597,307	10/23	12/24
22-176	WATER	BPS	01 CENTRAL FL WATER	POINCIANA REUSE BOOSTER PS	TOHO WATER AUTHORITY 951 MARTIN LUTHER KING BLVD., KISSIMMEE, FL 33844 CONTACT: DEBORAH BEATTY PHONE: 407.436.6699	201 EAST PINE STREET, SUITE 1000, ORLANDO, FL 32801 CONTACT: JOHN TOOMEY PHONE: 407.480.3945	\$2,070,100	\$2,070,100	10/23	12/23
22-177	DESIGN BUILD	BPS & GST	08 CAROLINAS WATER	SCPW - SAWMILL BRANCH BPS & GST - PRECON	SUMMERVILLE COMMISSIONERS OF PUBLIC WORKS 215 N CEDAR STREET, SUMMERVILLE, SC 29483 CONTACT: MICAH MILEY PHONE: 843.875.8764	1320 MAIN STREET, SUITE 400, COLUMBIA, SC 29201 CONTACT: WALT FLETCHER PHONE: 803.786.4261	\$28,000	\$28,000	10/22	11/23
22-179	DESIGN BUILD	WTP	08 CAROLINAS WATER	WECO LMWTP EXPANSION - PRECON	CITY OF WEST COLUMBIA 200 12TH STREET, WEST COLUMBIA, SC 29169 CONTACT: ANDY ZAENGLE, P.E. PHONE: 803.820.8625	101 RESEARCH COURT, COLUMBIA, SC 29203 CONTACT: KEITH CANNON PHONE: 803.740.1473	\$204,000	\$202,186	10/22	11/25
23-001	WATER	UTILITY	10 GULF COAST WATER	2023 BR VALVE MAINTENANCE CONTRACT	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, SUITE 816, BATON ROUGE, LA 70802 CONTACT: ADAM M. SMITH PHONE: 225.389.4865	100 NORTH STREET, SUITE 901, BATON ROUGE, LA 70802 CONTACT: SULIMAN HAMED PHONE: 504.777.5064	\$400,000	\$400,000	01/23	12/23
23-002	WATER	WTP	10 GULF COAST WATER	NWWTP - 2023 MAINTENANCE CONTRACT	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, SUITE 816, BATON ROUGE, LA 70802 CONTACT: ADAM M. SMITH PHONE: 225.389.4865	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, SUITE 826, BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: N/A	\$450,000	\$19,355	01/23	12/23
23-004	WATER	GST & PS	10 GULF COAST WATER	NEW CHENIERE WATER STORAGE TANK AND DUPLEX PUMP STATION	PARISH OF JEFFERSON, STATE OF LOUISIANA 200 DERBIGNY STREET, SUITE 400, GRETN, LA 70053 CONTACT: DONNA REAMEY PHONE: 504.364.2684	BURK-KLEINPETER, INC. 4176 CANAL STREET, NEW ORLEANS, LA 70119 CONTACT: DANNY CALUDA PHONE: 504.486.5901	\$9,069,085	\$6,279,475	03/23	12/24
23-008	DESIGN BUILD	LS	01 CENTRAL FL WATER	LEESBURG - LS 72 UPGRADE	CITY OF LEESBURG 550 S 14TH STREET, LEESBURG, FL 34748 CONTACT: CLIFF KELSEY PHONE: 352.435.9442	730 NE WALDO ROAD, GAINESVILLE, FL 32641 CONTACT: KEN FRASER, PE PHONE: 352.377.5821	\$46,046	\$46,046	09/23	11/23
23-011	WATER	WELL	14 SOUTHWEST FL WATER	CFM WELL SURFACE ASSETS P-55 & P-27	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33901 CONTACT: JASON SCIANDRA PHONE: 239.321.7467	4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: SAM MILLER PHONE: 407.419.3575	\$2,289,226	\$577,137	01/23	12/24
23-013	WATER	WELL	14 SOUTHWEST FL WATER	CFM WELL SURFACE ASSETS P-23 & P-26	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33901 CONTACT: JASON SCIANDRA PHONE: 239.321.7467	4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: SAM MILLER PHONE: 407.419.3575	\$2,093,297	\$566,002	01/23	12/24
23-014	WATER	WELL	14 SOUTHWEST FL WATER	CFM WELL SURFACE ASSETS P-4S	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33901 CONTACT: JASON SCIANDRA PHONE: 239.321.7467	4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: SAM MILLER PHONE: 407.419.3575	\$1,088,693	\$438,065	01/23	12/24
23-022	DESIGN BUILD	WTP	02 TAMPA WATER	LEHIGH ACRES WATER SUPPLY IMPROVEMENTS - WTP 2 PHASE 1	FSUA 280 WEVKA SPRINGS ROAD, PROTEGRITY PLAZA, SUITE 2070 CONTACT: ROB DICKSON, PE PHONE: 407.674.6900	4921 MEMORIAL HIGHWAY, SUITE 300, TAMPA, FL 33634 CONTACT: LOC TRUONG, PE PHONE: 813.549.2354	\$2,185,703	\$2,185,703	02/24	11/25
23-023	DESIGN BUILD	WWTP	01 CENTRAL FL WATER	WINTER GARDEN CREST AVENUE WWTF EXPANSION - PRECON	CITY OF WINTER GARDEN 300 WEST PLANT STREET, WINTER GARDEN, FL 34781 CONTACT: JIM MONAHAN PHONE: 407.656.4111	482 SOUTH KELLER ROAD, ORLANDO, FL 32810 CONTACT: YVONNE PICARD PHONE: 407.806.4178	\$398,558	\$398,558	12/22	05/25
23-029	WATER	WRF	16 NORTH FL WATER	PETERS CREEK WRF EXPANSION	CLAY COUNTY UTILITY AUTHORITY 3176 OLD JENNINGS ROAD, MIDDLEBURG, FL 32068 CONTACT: WARRICK SAMMS PHONE: 904.212.2403	100 CENTER CREEK ROAD S-108, ST. AUGUSTINE, FL 32068 CONTACT: DAVID RASMUSSEN, PE PHONE: 407.334.8877	\$55,088,600	\$53,572,272	04/23	12/24
23-036	DESIGN BUILD	WRF	01 CENTRAL FL WATER	VOLUSIA - SW REGIONAL WRF IMPROVEMENTS - PRECON	VOLUSIA COUNTY WATER RESOURCES & UTILITIES 123 WEST INDIANA AVENUE, DELAND, FL 32250 CONTACT: ERIN REED PHONE: 386.804.4561	500 WEST FULTON STREET, SANFORD, FL 32771 CONTACT: ROCCO NASSO PHONE: 407.474.0692	\$488,302	\$400,000	04/23	12/24
23-038	DESIGN BUILD	WTP	01 CENTRAL FL WATER	COSA WTP CONCENTRATE OUTFALL IMPROVEMENTS - PRECON	CITY OF ST. AUGUSTINE 75 KING STREET, LOBBY D, 4TH FLOOR, ST. AUGUSTINE, FL 32084 CONTACT: MARCUS PINSON PHONE: 904.823.2204	8381 DIX ELLIS TRAIL, SUITE 400, JACKSONVILLE, FL 32256 CONTACT: LISA STERLING PHONE: N/A	\$35,637	\$35,637	03/23	12/23
23-039	DESIGN BUILD	WTP	14 SOUTHWEST FL WATER	CFM WTP RO TREATMENT IMPROVEMENTS - PRECON	CITY OF FT MYERS 2200 SECOND ST., FORT MYERS, FL 33901 CONTACT: JASON SCIANDRA PHONE: 239.321.7467	4415 METRO PKWY, SUITE 200, FORT MYERS, FL 33916 CONTACT: MARK MARTIN PHONE: 239.703.8294	\$300,342	\$300,342	03/23	11/23
23-054	WATER	WELLS	14 SOUTHWEST FL WATER	CITY OF FORT MYERS PRODUCTION WELLS P-5S & -27	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33901 CONTACT: JASON SCIANDRA PHONE: 239.321.7467	4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: SAM MILLER PHONE: 407.419.3575	\$2,499,431	\$2,436,153	05/23	12/24
23-055	WATER	WWTP	02 TAMPA WATER	HFC AWTP DB AMEND NO. 3 JC1 OC & ELECTRICAL	CITY OF TAMPA 306 E JACKSON STREET, TAMPA, FL 33602 CONTACT: CHARLIE LYNCH, PE PHONE: 813.274.8016	1000 N ASHLEY DR, STE 1000, TAMPA, FL 33602 CONTACT: ANDRE DIEFFENTHALLER PHONE: 813.630.4498	\$35,000	\$38,122	04/25	09/25
23-056	WATER	WRF	16 NORTH FL WATER	JEA BUCKMAN E&I OPERATIONS BUILDING REHABILITATION	JEA 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202 CONTACT: BILL CLENDENING PHONE: 904.665.4723	200 EAST ROBINSON STREET, SUITE 1400, ORLANDO, FL 32801 CONTACT: SUHAM PARANJAPE PHONE: 407.377.4341	\$2,485,992	\$2,240,557	08/23	12/24
23-071	WATER		02 TAMPA WATER	THE SPRING	THE SPRING OF TAMPA BAY 211 N WILLOW AVE, TAMPA, FL 33606 CONTACT: MINDY MURPHY PHONE: 813.340.2432	8600 HIDDEN RIVER PKWY, TAMPA, FL 33637 CONTACT: SUSAN MARTELLI PHONE: 813.977.6005	\$20,480	\$26,793	05/23	06/23
23-079	WATER	WWTP	10 GULF COAST WATER	SULPHUR REGIONAL WWTF PHASE 2 SBR PROCESS IMPROVEMENTS	CITY OF SULPHUR 101 N HUNTINGTON STREET, SULPHUR, LA 70663 CONTACT: MIKE DANAHAY PHONE: 337.625.4500	600 N CITIES SERVICE HWY, SULPHUR, LA 70663 CONTACT: WAYNE HARRIS PHONE: 337.625.8353	\$6,996,000	\$6,754,052	06/23	12/24
23-085	WATER	WRF	01 CENTRAL FL WATER	JERRY SELLERS WRF PS REHAB - PRECON	CITY OF COCOA 351 SHEARER BLVD, COCOA, FL 32922 CONTACT: JOHN PERRIN, PE PHONE: 321.433.8793	200 E ROBINSON STREET, SUITE 1400, ORLANDO, FL 32801 CONTACT: VIC GODLEWSKI PHONE: 407.476.4642	\$65,000	\$65,000	04/23	03/24



Completed Water/Wastewater Projects Since 2021

JOB NO.	DIVISION	PROJECT TYPE	AREA/REGION	NAME OF PROJECT	OWNER	ARCH/ENGINEER	ORIGINAL	FINAL	START DATE	COMPLETION DATE
23-097	WATER		03 SOUTH FL WATER	BIG CYPRESS CHEMICAL AREA DEMOLITION & ROAD IMPROVEMENTS	SEMINOLE TRIBE OF FLORIDA 5700 GRFFIN ROAD, DAVIE, FL 33314 CONTACT: KIRK TONEY PHONE: 954.894.1060 x11207	N/A	\$131,081	\$145,356	07/23	09/23
23-123	DESIGN BUILD	WTP	02 TAMPA WATER	COSME WTP SLUICE GATE REHAB - PRECON	CITY OF ST. PETERSBURG P.O. BOX 2842, ST. PETERSBURG, FL 33731 CONTACT: MAUREEN WINGFIELD PHONE: 727.310.6107	STANTEC ARCHITECTURE, INC. 380 PARK PLACE BOULEVARD, SUITE 300, CLEARWATER, FL 33759-4928 CONTACT: DOUG STOKER PHONE: 727.431.1550	\$34,661	\$34,661	07/23	02/25
23-125	DESIGN BUILD	WTP	02 TAMPA WATER	COSME WTP ACCELATOR 3 & 6 - PRECON	CITY OF ST. PETERSBURG P.O. BOX 2842, ST. PETERSBURG, FL 33731 CONTACT: MAUREEN WINGFIELD PHONE: 727.310.6107	STANTEC CONSULTING SERVICES, INC. 380 PARK PLACE BOULEVARD, SUITE 300, CLEARWATER, FL 33759-4928 CONTACT: DOUG STOKER PHONE: 727.431.1550	\$28,692	\$28,692	08/23	02/25
23-163	WATER	WELLS	14 SOUTHWEST FL WATER	CFM PRODUCTION WELLS P-3S & P-42	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33901 CONTACT: JASON SCIANDRA PHONE: 239.321.7454	BLACK & VEATCH 4415 METRO PARKWAY, SUITE 200, FORT MYERS 33916 CONTACT: SAM MILLER PHONE: 407.419.3575	\$2,860,832	\$2,607,434	01/24	11/25
23-165	WATER	WP	10 GULF COAST WATER	FULSHEAR WATER PLANT NO. 1 IMPROVEMENTS	CITY OF FULSHEAR 6611 WEST CROSS CREEK BEND LANE, FULSHEAR, TX 77441 CONTACT: CASSIE LEAL PHONE: 281.346.1796	12141 WICKCHESTER LANE, SUITE 200, HOUSTON, TX 77079 CONTACT: WADE PARKS PHONE: 713.395.4285	\$7,607,875	\$7,564,539	10/23	11/25
23-174	WATER	WTP	03 SOUTH FL WATER	VOW WTP CHEMICAL SYSTEM IMPROVEMENTS PHASE II	VILLAGE OF WELLINGTON 12300 FOREST HILL BOULEVARD, WELLINGTON, FL 33414 CONTACT: ANJULIE PANSE PHONE: 561.791.4145	KIMLEY-HORN & ASSOCIATES 1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411 CONTACT: NICK BLACK PHONE: 561.421.1979	\$4,873,478	\$4,946,420	04/24	11/25
23-180	WATER	WTP	03 SOUTH FL WATER	WTP RAW WATERMAIN INTERCONNECT& REPLACEMENT	VILLAGE OF WELLINGTON 12300 FOREST HILL BOULEVARD, WELLINGTON, FL 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	KIMLEY-HORN & ASSOCIATES 1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411 CONTACT: NICK BLACK PHONE: 561.421.1979	\$847,231	\$779,607	02/24	08/24
24-002	WATER	MAINTENANCE	10 GULF COAST WATER	NWWTP - 2024 MAINTENANCE CONTRACT	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, SUITE 816, BATON ROUGE, LA 70802 CONTACT: ADAM SMITH PHONE: 225.389.4865	CITY OF BATON ROUGE & PARISH OF EAST BATON ROUGE 222 SAINT LOUIS STREET, SUITE 826, BATON ROUGE, LA 70802 CONTACT: JUSTIN SHARPER PHONE: 225.389.4865	\$450,000	\$33,261	01/24	12/24
24-022	WATER	WTP	02 TAMPA WATER	COSME WTP FILTER BACKWASH BASIN IMPROVEMENTS - PRECON	CITY OF ST. PETERSBURG P.O. BOX 2842, ST. PETERSBURG, FL 33731 CONTACT: MAUREEN WINGFIELD PHONE: 727.310.6107	STANTEC CONSULTING SERVICES, INC. 380 PARK PLACE BOULEVARD, SUITE 300, CLEARWATER, FL 33731 CONTACT: DOUG STOKER PHONE: 727.431.1550	\$34,661	\$34,661	04/24	03/25
24-026	WATER	FISH FARM	03 SOUTH FL WATER	ATLANTIC SAPPHIRE CONTINUING SERVICES CONTRACT	ATLANTIC SAPPHIRE USA LLC 801 BRICKELL AVENUE, STE. 2400, MIAMI, FL 33131 CONTACT: SVEIN TAKLO PHONE: 786.553.6867	HAZEN AND SAWYER 999 PONCE DE LEON BLVD, STE. 1150, CORAL GABLES, FL 33134 CONTACT: JAYSON PAGE PHONE: 305.443.4001	\$1,640,000	\$1,694,531	02/24	12/24
24-044	DESIGN BUILD	WRF	03 SOUTH FL WATER	VOW WRF CLARIFIER RAS WAS UPGRADES - PRECON	VILLAGE OF WELLINGTON 12300 FOREST HILL BOULEVARD, WELLINGTON, FL 33414 CONTACT: ANJULI PANSE PHONE: 561.791.4145	HAZEN AND SAWYER 2101 NW CORPORATE BOULEVARD, SUITE 301, BOCA RATON, FL 33431 CONTACT: ERIC STANLEY PHONE: 561.997.8070	\$24,141	\$8,341	02/24	11/25
24-049	WATER	EDUCATION	01 CENTRAL FL WATER	LAYER ELEMENTARY SCHOOL PRE-K CANOPY	SEMINOLE COUNTY PUBIC SCHOOLS 400 E LAKE MARY BOULEVARD, SANFORD, FL 32773 CONTACT: ANTONIO CIOCCA PHONE: 407.320.0062	N/A	\$25,000	\$25,000	03/24	04/24
24-095	WATER	WWTF	14 SOUTHWEST FL WATER	CMF SAWWTF ODOR CONTROL SYSTEM IMPROVEMENTS	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33902 CONTACT: MARK WHITNEY PHONE: 239.321.7454	CDM SMITH 9160 FORUM CORPORATE PARKWAY, SUITE 230, FORT MYERS, FL 33905 CONTACT: MARK SUNYAK PHONE: 239.464.7819	\$3,170,426	\$2,830,898	05/24	11/25
24-138	WATER	WWTP	08 CAROLINAS WATER	HOKE COUNTY WWTP DIFFUSER MEMBRANE REPLACEMENT & REPAIRS	COUNTY OF HOKE PUBLIC UTILITIES 736 ELLIS ROAD, LUMBER BRIDGE, NC 28357 CONTACT: AL MONROE PHONE: 910.875.4700	N/A	\$292,753	\$212,826	08/24	12/24
24-147	CMAR	WTP	10 GULF COAST WATER	OB CURTIS WTP - TREATMENT PROCESS RENEWAL - PRECON	JXN WATER, INC. 1054 GREYMONT AVENUE, JACKSON, MS 39202 CONTACT: TED HENIFIN PHONE: N/A	JACOBS 4121 CARMICHAEL ROAD, SUITE 400, MONTGOMERY, AL 36106 CONTACT: DUSTIN HARRIS PHONE: 224.215.0002	\$88,580	\$85,824	11/24	09/25
24-149	CMAR	WTP	10 GULF COAST WATER	OB CURTIS WTP - SCADA, OT, & CYBER SECURITY UPGRADES - PRECON	JXN WATER, INC. 1054 GREYMONT AVENUE, JACKSON, MS 39202 CONTACT: TED HENIFIN PHONE: N/A	JACOBS 401 EAST CAPITOL STREET, JACKSON, MS 39201 CONTACT: WHITNEY SHANNON ZIRKLE PHONE: 224.707.5389	\$72,495	\$46,918	09/24	09/25
24-153	WATER	WTP	14 SOUTHWEST FL WATER	CFM WTP VEOLIA SKIDS PHASE II	CITY OF FORT MYERS 2200 SECOND STREET, FORT MYERS, FL 33902 CONTACT: JASON SCIANDRA PHONE: 239.321.7454	BLACK & VEATCH CORPORATION 4415 METRO PARKWAY, SUITE 200, FORT MYERS, FL 33916 CONTACT: MIKE MCGEE PHONE: 841.740.2022	\$1,567,324	\$1,025,421	08/24	08/25
20-010	WATER	WRF	16 NORTH FL WATER	BUCKMAN WRF BIOSOLIDS & UV	JEA 21 WEST CHURCH STREET, JACKSONVILLE, FL 32202 CONTACT: BILL CLENDENING PHONE: 904.665.4723	CAROLLO ENGINEERS 200 EAST ROBINSON STREET, STE 400, ORLANDO, FL 32801 CONTACT: SUDHAN PARANJAPE PHONE: 407.377.4341	\$80,000,000	0%	09/20	10/24
23-105	WATER	PS	08 CAROLINAS WATER	GASTONIA - SOUTHEAST REGIONAL PUMP STATION	CITY OF GASTONIA 150 S YORK STREET, GASTONIA, SC 28052 CONTACT: N/A PHONE: N/A	LABELLA ASSOCIATES 400 S TYRON STREET, SUITE 1300, CHARLOTTE, NC 28285 CONTACT: HEATHER MILLER PHONE: 704.941.2174	\$9,897,000	\$9,497,000	01/24	04/25
23-124	DESIGN BUILD	WTP	02 TAMPA WATER	COSME WTP SLUICE GATE REHAB	CITY OF ST. PETERSBURG P.O. BOX 2842, ST. PETERSBURG, FL 33731 CONTACT: MAUREEN WINGFIELD PHONE: 727.310.6107	STANTEC ARCHITECTURE, INC. 380 PARK PLACE BOULEVARD, SUITE 300, CLEARWATER, FL 33759-4928 CONTACT: DOUG STOKER PHONE: 727.431.1550	\$2,516,605	\$2,296,605	02/24	02/25
23-127	WATER		01 CENTRAL FL WATER	OUC STANTON ENERGY WW ALTERNATIVES	ORLANDO UTILITIES COMMISSION 100 WEST ANDERSON STREET, ORLANDO, FL 32822 CONTACT: ANTHONY MALDONADO PHONE: 407.434.2217	WORLEY 5000 ELK RIVER ROAD, ELKVIEW, WV 25071 CONTACT: JONATHAN GONZALES PHONE: 304.720.1543	\$18,830,750	\$17,105,750	12/23	02/25
24-023	WATER	WTP	02 TAMPA WATER	COSME WTP FILTER BACKWASH BASIN IMPROVEMENTS	CITY OF ST. PETERSBURG P.O. BOX 2842, ST. PETERSBURG, FL 33731 CONTACT: MAUREEN WINGFIELD PHONE: 727.310.6107	STANTEC CONSULTING SERVICES, INC. 380 PARK PLACE BOULEVARD, SUITE 300, CLEARWATER, FL 33731 CONTACT: DOUG STOKER PHONE: 727.431.1550	\$1,350,000	Cancelled	01/24	03/25
22-078	DESIGN BUILD	WWTP	02 TAMPA WATER	SOUTH COUNTY AWTF - DB	HILLSBOROUGH COUNTY 925 EAST TWIGGS STREET, TAMPA, FL 33602 CONTACT: CHERYL ROBITZCH, PE, DBIA PHONE: 904.412.7537	HAZEN AND SAWYER 1000 N. ASHLEY DRIVE, TAMPA, FL 33602 CONTACT: ANDRE DIEFFENTHALLER PHONE: 813.630.4498	\$66,975,584	\$99,113,815	02/23	12/25



South County AWTF Modular Expansion | 520 Teco Road Ruskin, FL 33570

This Design-Build project consists of a phased expansion to the existing 10 MGD wastewater plant.

Phase 1: Provide Reject Water 3.0 MG additional storage capacity by adding one 3.0 MG lined reject holding pond and pump station, and associated yard piping, electrical and controls.



Phase 2: Provide a Re-Rate capacity of 11 MGD AADF by adding six pumps at the Intermediate Pump Station, two filter cells, chlorine contact basin, six pumps at the effluent pump station, sodium hypochlorite and sodium bisulfite chemical systems, stormwater systems, associated yard piping, electrical and controls.

Phase 3: Provide 13 MGD capacity AADF by implementing improvements at the headworks influent flow distribution, new center flow band screens system, improvements on biological nutrient removal basins, new IMLR pumps, expanding the clarifier inflow splitter box, adding clarifier number five and six, RAS pump station number three, WAS pump station, five pumps at the reclaim water pump station, and associated electrical and controls.

Client:

Hillsborough County Water
Department
925 E. Twiggs Street
Tampa, FL 33602
Bradley Warholak, PE
813-209-3051
warholakb@hillsboroughcounty.org

Architect/Engineer:

Hazen & Sawyer
1000 N. Ashley Drive
Tampa, FL 33602
David Baar
813-623-2825
dbaar@hazenandsawyer.com

Cost: \$99,113,815 *Size:* 13 MGD

Start Date: 02/13/23

Substantial Completion: 10/07/25

Final Completion: 12/19/25

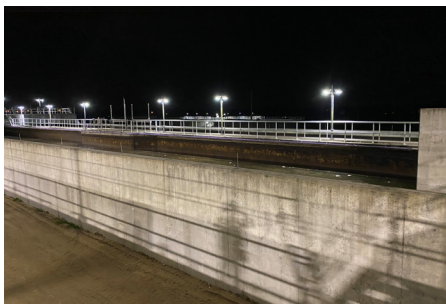
Key Professionals:

John French, Project Executive
Josh Hines, Project Manager
Tyler Sweetland, Project
Superintendent
Jonathan Richardson, Project
Superintendent
Ben Coates, Sr. Project Engineer
Phil Wylie, Project Engineer
Pantea Lotfalyan, Project Engineer



Airport WRF Phase III Expansion | 1400 Downwind Way Brooksville, FL 34604

Wharton-Smith provided general contracting services at the Airport WRF Phase III Expansion project for Hernando County. This project expanded the current 3 MGD facility to 6 MGD AADF. The scope of work included an additional step screen at the headworks, construction of a 5-stage step-feed BNR process with secondary anoxic and re-aeration zones, demolition of existing clarifiers and oxidation



ditch, construction of a new open-top 750,000-gallon aerated sludge holding tank, installation of 2 new effluent disk filters, and expansion of the return activated sludge/waste activated sludge pumping capacity. It also included clearing of approximately 80 acres of trees and haul-off of 105,000 cubic yards of soil for construction of 6 new rapid infiltration basins (RIB) totaling 55 acres with 3,5000 LF of 42-inch and 1,600 LF of 36-inch ductile iron pipe for discharge of the plant effluent to the RIBs. The project was also expanded to include the installation of a new headworks/flow splitter box bypass box, bypass piping, and cleanout vault.

Client:

Hernando County, FL
15365 Cortez Blvd.
Brooksville, FL 34613
Jared Waring PH: 352-540-6773
jwaring@hernando.fl.us

Architect/Engineer:

Cardno, Inc.
20215 Cortez Blvd
Brooksville, FL 34601
Alan Schaffer, Design and
Construction Services Manager
352-754-4551
alan.schaffer@cardno.com

Cost: \$19,946,263

Size: 3 MGD to 6 MGD Expansion

Start Date: 03/04/21

Substantial Completion: 02/07/23

Final Completion: 05/12/23

Key Professionals:

Billy Logan, Area Manager
John French, Project Executive
Mike Nagy, Sr. Project Manager
Joshua Hines, Project Manager
Kevin Dickinson, Project
Superintendent II
Tyler Sweetland, Project
Superintendent



Hamlin Water Reclamation Facility and Master Pump Station | 16000 Malcom Road

Wharton-Smith provided general contracting services at the Hamlin Water Reclamation Facility for the Orange County Board of Commissioners. This new 5.0 MGD facility includes all systems such as a preliminary treatment structure with screening, grit, and odor control; activated sludge treatment train with BNR process and diffused



aeration; process air blower system and building; secondary clarifiers and clarifier splitter box; plant pump stations; tertiary filters; chlorine contact tank; chemical feed and storage systems; sludge holding tanks, gravity belt thickener equipment, a 5 million gallon ground storage tank, and a variety of pumps (NRCY, Scum, RAS, WAS, VT Transfer, VT HSP). Also included in this project is 3,600 linear feet of 36" diameter off-site force main and an off-site, \$8 million master pump station complete with a CIP wet well, electrical building, and odor control system.

Client:

Orange County Board of County Commissioners
9150 Curry Ford Road,
Orlando, FL 32825
Terra Reffitt, Chief Inspector
407-947-9802
Terra.Reffitt@ocfl.net

Architect/Engineer:

Arcadis U.S., Inc.
4300 W Cypress St., Suite 450,
Tampa, FL 33607
Ifetayo Venner, PE, ENV SP
813-317-7174
ifetayo.venner@arcadis.com

Cost: \$114,812,260.82 *Size:* 5 MGD

Start Date: 01/06/20

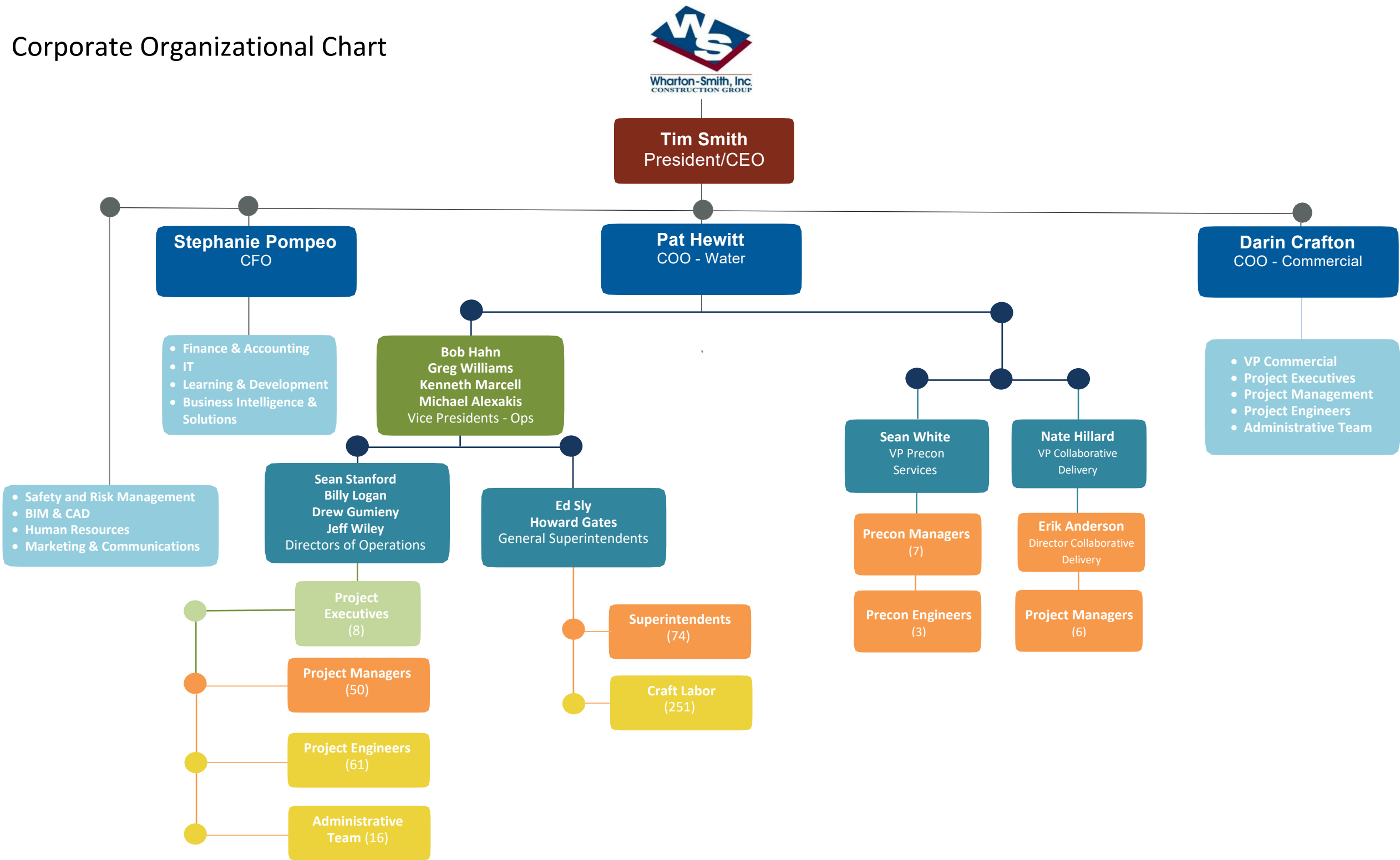
Substantial Completion: 10/04/22

Final Completion: 09/06/23

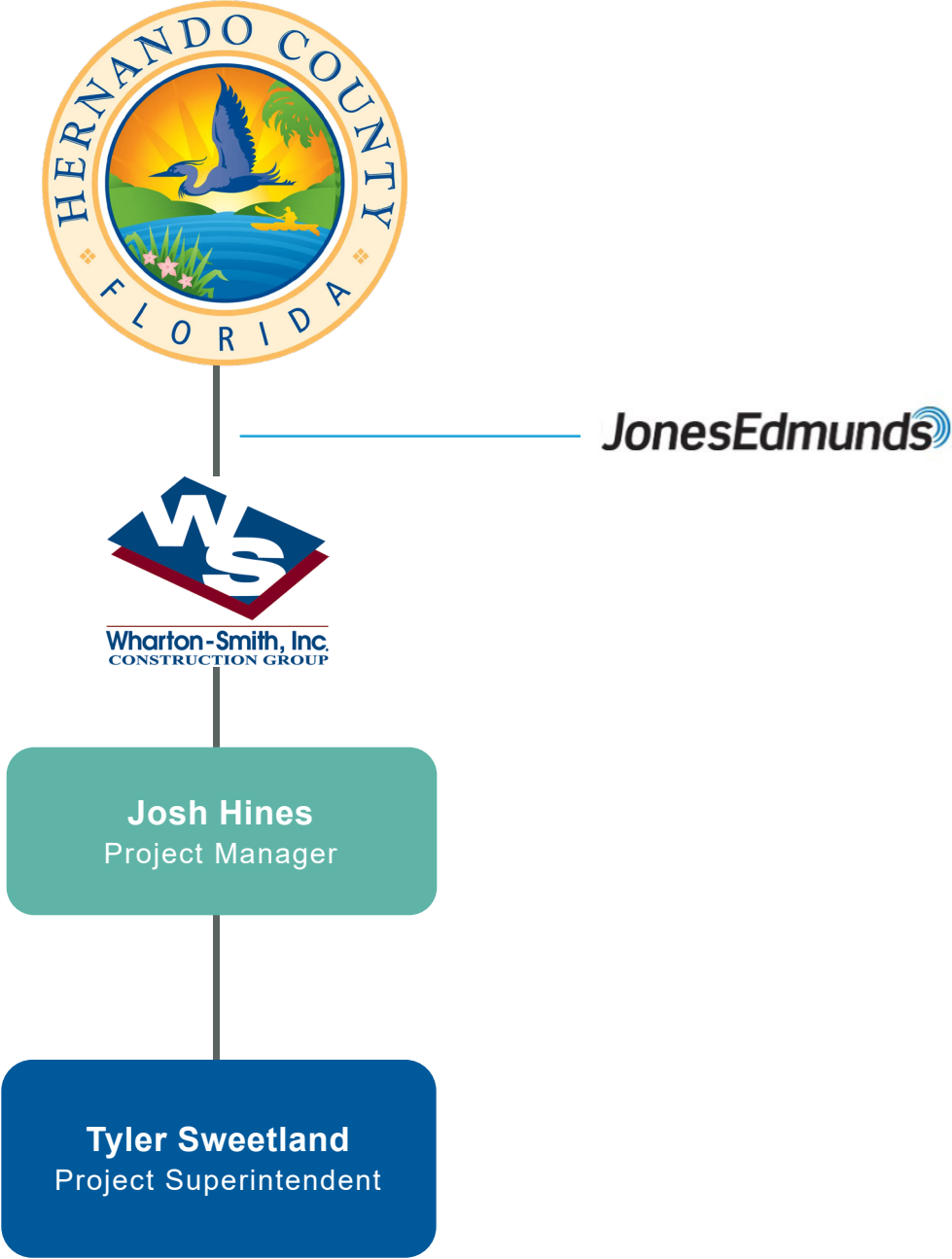
Key Professionals:

Mike Alexakis, Project Executive
Drew Gumieny, Sr. Project Manager
Robert Lightsey, Sr. Project Superintendent
Phillip Corsair, Project Superintendent
Rey Rodriguez, Project Superintendent
Shawn Halloran, Project Superintendent

Corporate Organizational Chart



Project Organizational Chart



* For the listing of key subcontractors please see Subcontractor List located in Section 5.6 Key Subcontractors.



List of Key Proposed Subcontractors

Company Name	Trade/Item	License No
1. <u>Chinchor Electric Inc.</u>	<u>Electrical</u>	<u>EC0002457</u>
2. <u>French's Air Conditioning</u>	<u>HVAC</u>	<u>CAC057826</u>
3. <u>Rocha Controls</u>	<u>I&C</u>	<u>EC13007809</u>
4. <u>Wharton-Smith, Inc.</u>	<u>Process Equipment</u>	<u>CGC1511243</u>
5. <u>Wharton-Smith, Inc.</u>	<u>Process Piping/Underground Utility</u>	<u>CUC056506</u>
6. <u>Wharton-Smith, Inc.</u>	<u>Concrete</u>	<u>CGC1511243</u>
7. <u>Wharton-Smith, Inc.</u>	<u>Sitework/Earthwork</u>	<u>CGC1511243</u>
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____



Joshua Hines, Associate DBIA

Senior Project Manager

As Senior Project Manager, Joshua provides direct management oversight for the project team. He provides continuity from preconstruction through the entire construction phase and ensures the appropriate resources are available for the project. Joshua takes an active role in key milestone events in the preconstruction phase to include the partnering session, GMP development, value engineering, constructability and schedule review. He oversees construction and leverages his experience and expertise to ensure the project remains on schedule and within budget.

Education

Bachelors in ENV ENG at UCF

Years of Experience

12 years at Wharton-Smith

12 years in the Industry

Certifications

2055.5 Qualified Signal Person

3085 Competent Person
Scaffolding

3115 Competent Person Fall
Protection

7215 Competent Person
Respirable Crystalline Silica

Awareness Risk Management

WS 202 Stormwater
Management Inspector
(SWPPP)

Project Experience

City of Tarpon Springs, FL, Tarpon Springs Alternative Water
Supply—\$35,957,850 (Tarpon Springs, FL | Pinellas County, FL)

Hernando County, FL, Airport WRF Phase III
Expansion—\$19,946,263 (Brooksville, FL | Hernando County, FL)

City of St. Petersburg, FL, Southwest WRF Biosolids
—\$23,322,574 (St. Petersburg, FL)

Pinellas County, FL, Capri Isle Pump Station
Upgrades—\$5,764,486 (Treasure Island, FL)

Hillsborough County Water Department, South County AWTF
Modular Expansion—\$99,113,815 (Hillsborough County, FL)



Tyler Sweetland, EI

Project Superintendent I

As Superintendent, Tyler is responsible for supervision of all field activities, including the coordination of all subcontractors and field construction activities and supervisory review of all on-site construction. In addition, Tyler oversees and implements safety procedures and accident protection and prevention.

Education

Bachelors in Civil
Engineering at USF

Years of Experience

12 years at Wharton-Smith
12 years in the Industry

Licenses

Engineering Intern - Florida
Board of Professional
Engineers

Certifications

2055.4 Qualified Rigger
2055.5 Qualified Signal
Person
2264 Competent Person
Confined Space
3015 Competent Person
Trenching and Excavation
3085 Competent Person
Scaffolding
3115 Competent Person Fall
Protection
7215 Competent Person
Respirable Crystalline Silica
Awareness Risk
Management
Tools Powder Actuated Gun

Project Experience

City of Lakeland, FL, T.B. Williams Water Treatment Plant
Clearwell —\$13,060,870 (Lakeland, FL | Polk County, FL)

Hillsborough County, FL, Northwest Regional WRF
Expansion—\$188,423,190 (Tampa, FL | Hillsborough County, FL)

City of St. Petersburg, FL, Southwest WRF Biosolids
—\$23,322,574 (St. Petersburg, FL)

Hillsborough County Water Department, South County AWTF
Modular Expansion—\$99,113,815 (Hillsborough County, FL)

Hernando County, FL, Airport WRF Phase III
Expansion—\$19,946,263 (Brooksville, FL | Hernando County, FL)



South County AWTF Modular Expansion | 520 Teco Road Ruskin, FL 33570

This Design-Build project consists of a phased expansion to the existing 10 MGD wastewater plant.

Phase 1: Provide Reject Water 3.0 MG additional storage capacity by adding one 3.0 MG lined reject holding pond and pump station, and associated yard piping, electrical and controls.



Phase 2: Provide a Re-Rate capacity of 11 MGD AADF by adding six pumps at the Intermediate Pump Station, two filter cells, chlorine contact basin, six pumps at the effluent pump station, sodium hypochlorite and sodium bisulfite chemical systems, stormwater systems, associated yard piping, electrical and controls.

Phase 3: Provide 13 MGD capacity AADF by implementing improvements at the headworks influent flow distribution, new center flow band screens system, improvements on biological nutrient removal basins, new IMLR pumps, expanding the clarifier inflow splitter box, adding clarifier number five and six, RAS pump station number three, WAS pump station, five pumps at the reclaim water pump station, and associated electrical and controls.

Client:

Hillsborough County Water Department
925 E. Twiggs Street
Tampa, FL 33602
Bradley Warholak, PE
813-209-3051
warholakb@hillsboroughcounty.org

Architect/Engineer:

Hazen & Sawyer
1000 N. Ashley Drive
Tampa, FL 33602
David Baar
813-623-2825
dbaar@hazenandsawyer.com

Cost: \$99,113,815 *Size:* 13 MGD

Start Date: 02/13/23

Substantial Completion: 10/07/25

Final Completion: 12/19/25

Key Professionals:

John French, Project Executive
Josh Hines, Project Manager
Tyler Sweetland, Project Superintendent
Jonathan Richardson, Project Superintendent
Ben Coates, Sr. Project Engineer
Phil Wylie, Project Engineer
Pantea Lotfalyan, Project Engineer



Airport WRF Phase III Expansion | 1400 Downwind Way Brooksville, FL 34604

Wharton-Smith provided general contracting services at the Airport WRF Phase III Expansion project for Hernando County. This project expanded the current 3 MGD facility to 6 MGD AADF. The scope of work included an additional step screen at the headworks, construction of a 5-stage step-feed BNR process with secondary anoxic and re-aeration zones, demolition of existing clarifiers and oxidation

Client:

Hernando County, FL
15365 Cortez Blvd.
Brooksville, FL 34613
Jared Waring PH: 352-540-6773
jwaring@hernando.fl.us

Architect/Engineer:

Cardno, Inc.
20215 Cortez Blvd
Brooksville, FL 34601
Alan Schaffer, Design and
Construction Services Manager
352-754-4551
alan.schaffer@cardno.com



ditch, construction of a new open-top 750,000-gallon aerated sludge holding tank, installation of 2 new effluent disk filters, and expansion of the return activated sludge/waste activated sludge pumping capacity. It also included clearing of approximately 80 acres of trees and haul-off of 105,000 cubic yards of soil for construction of 6 new rapid infiltration basins (RIB) totaling 55 acres with 3,5000 LF of 42-inch and 1,600 LF of 36-inch ductile iron pipe for discharge of the plant effluent to the RIBs. The project was also expanded to include the installation of a new headworks/flow splitter box bypass box, bypass piping, and cleanout vault.

Cost: \$19,946,263

Size: 3 MGD to 6 MGD Expansion

Start Date: 03/04/21

Substantial Completion: 02/07/23

Final Completion: 05/12/23

Key Professionals:

Billy Logan, Area Manager
John French, Project Executive
Mike Nagy, Sr. Project Manager
Joshua Hines, Project Manager
Kevin Dickinson, Project
Superintendent II
Tyler Sweetland, Project
Superintendent

TRENCH SAFETY ACT COMPLIANCE FORM

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all subcontractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the total price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 2.00 per lineal foot.
6. The amount in Item 5 herein includes the trench safety compliance methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

	Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Open-Cut	LF	2,500	\$ 2.00	\$ 5,000
B.	Trench Box	LS	1	\$ 7,500	\$ 7,500
C.				\$	\$
D.				\$	\$
TOTAL:					12,500

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: Wharton-Smith, Inc.

By:  01.28.26
Authorized Signature Date

Timothy S. Smith, President/CEO

This document should be completed and returned with your submittal.

HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

January 21, 2026

(date)

Hernando County
Purchasing and Contracts Department
15470 Flight Path Drive
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No ☒ Yes ☐

Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?

No ☒ Yes ☐

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

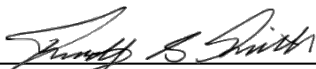
Bidder:

tsmith@whartonsmith.com

(Email address)

750 Monroe Road, Sanford, FL 32771

(Address)



(Signature required)

407.321.8410

(Phone)

Timothy S. Smith

(Print name)

N/A

(Fax)

President/CEO

(Print title)

59-2392802

(Federal Taxpayer ID Number)

Relatives and Former Hernando County Employees – Roles and Signatures

Part A: Employees that left Hernando County in the last two years.

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: <u>N/A</u> Sign: <u>N/A</u> - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐	N/A	N/A	N/A
Name: <u>N/A</u> Sign: <u>N/A</u> - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐	N/A	N/A	N/A
Name: <u>N/A</u> Sign: <u>N/A</u> - Involved with this procurement on behalf of Hernando County? No ☐ Yes ☐ - Involved with proposal development for this procurement? No ☐ Yes ☐	N/A	N/A	N/A

Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement
N/A	N/A	N/A	N/A

(Make copies of this form as needed to list additional employees.)

This document should be completed and returned with your submittal.

Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the “Governmental Entity”).

1. My name is Timothy S. Smith, President/CEO and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Wharton-Smith, Inc., a non-governmental entity (the “Nongovernmental Entity”). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion for labor or services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

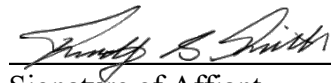
Under penalties of perjury, I Timothy S. Smith, President/CEO, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Wharton-Smith, Inc.
Name of Nongovernmental Entity

Timothy S. Smith
Printed Name of Affiant

President/CEO
Title of Affiant


Signature of Affiant
Timothy S. Smith, President/CEO

January 21, 2026
Date