



**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

[Signature]
By: JERRY CAMPBELL

Title: CHAIRMAN



Chenelle D. Brown, Deputy Clerk

Attest: Douglas A. Chowat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

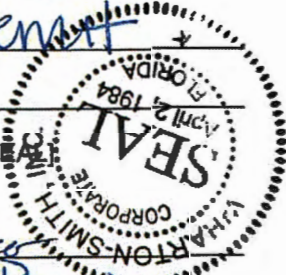
VENDOR/CONTRACTOR

Wharton-Smith, Inc.

[Signature]
By: Patrick J. Henry

Title: COO

[CORPORATE SEAL]



[Signature]
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.)