

*Bay Laurel Center
Community Development District*

Agenda

July 19, 2022

AGENDA

***Bay Laurel Community
Development District
Meeting Agenda***

**Tuesday
July 19, 2022
10:00 AM**

**Circle Square Commons Cultural Center
8395 SW 80th Street
Ocala, Florida**

- I. Roll Call
- II. Public Comment Period
- III. Notice of Meeting
- IV. Acceptance of Utility Systems
 - A. SW 92nd Court Road UAP
 - B. Weybourne Landing Phase 1D UAP
- V. Approval of Form of Notice to Grantor
- VI. Consideration of Agreement with Florida Municipal Pension Trust Fund for Preparation of GASB 75 Disclosures
- VII. Wharton Smith Guaranteed Maximum Price (GMP) No. 3
- VIII. Presentation of Appreciation Letter from Stone Creek Water Conservation Group
- IX. Ratification of Series 2022B Requisitions #2 - #3 - Added**
- X. Other Business
- XI. Supervisor's Requests
- XII. Adjournment

SECTION III

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Bay Laurel Cdd-Gms-Cf
Bay Laurel Cdd-Gms-Cf
8470 SW 79Th Street RD # 3
Ocala FL 34481-9154

STATE OF FLORIDA, COUNTY OF MARION

The Star Banner, a newspaper printed and published in the city of Ocala, and of general circulation in the County of Marion, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

05/15/2022

and that the fees charged are legal.
Sworn to and subscribed before on 05/15/2022

Nicole Jacobson
Legal Clerk

Sarah Berelsen
Notary, State of WI County of Brown
7/27/25

My commission expires

Publication Cost: \$135.60

Order No: 7297320

Customer No: 533679

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

NOTICE OF MEETING DATES BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bay Laurel Center Community Development District will hold regularly scheduled public meetings at 10:00 AM at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34481 on the first and third Tuesdays of the month as follows:

June 7, 2022

June 21, 2022

July 5, 2022

July 19, 2022

August 2, 2022

September 6, 2022

September 20, 2022

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
Governmental Management
Services - Central Florida, LLC
District Manager
May 15, 2022 No. 7297320

SECTION IV

SECTION A

Bay Laurel Center

CDD

8470 SW 79th Street Road, Suite 3
Ocala Florida 34481
(352) 414-5454

June 23rd, 2022

Mr. Kenneth D. Colen
On Top of the World Communities, LLC.
8445 SW 80th Street
Ocala, FL 34481
KDColen86@otowfl.com

RE: OTOW – SW 92nd Court Road Extension
Acceptance of Utility System

Dear Mr. Colen:

The Bay Laurel Center Community Development District (herein after “The District”) is in receipt of the Utility Acceptance Package (UAP) for the project identified in the above subject line submitted by your engineer of record on June 13th, 2022. All required documents noted in the Developer’s Agreement have been reviewed and are complete.

This letter serves as notification that the improvements of the potable water and sanitary sewer system components for the above described project contained in the UAP package submittals referenced above, will be presented to the District Board of Supervisors for final acceptance at its next meeting.

Sincerely,



Bryan Schmalz
Utility Director

Cc: George Flint, District Manager
Gerald Colen, District Counsel

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that On Top of the World Communities, LLC, (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Bay Laurel Center Community Development District, (hereinafter referred to as "District"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto District, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and/or sanitary wastewater collection lines and/or lift stations and/or water production facilities and/or irrigation quality water lines and related facilities constructed within the right-of-way and/or property of Grantor and/or properly dedicated easement to the District, which system is more completely described in Exhibit "I A" and/or "I B", for "SW 92nd Court Rd. Ext." with a total constructed value of \$794,583.00.

TO HAVE AND TO HOLD the same unto District, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with District, its successors and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary wastewater collection systems and/or lift stations and/or water production facilities and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse District in full for reasonable and necessary repairs (as determined by District), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:

ON TOP OF THE WORLD COMMUNITIES, LLC.

By: [Signature]
Kenneth D. Colen, President

Print Name/Title

STATE OF FLORIDA

COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022 by Kenneth D. Colen as President for On Top of the World Communities, LLC

[Signature]
Sandra Malave-Turpin

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known

Produced Identification: _____



SANDRA MALAVE-TURPIN
Commission # HH 175678
Expires December 5, 2025
Bonded Thru Budget Notary Services



4260 NE 35th Street, Ocala, FL 34479
 Office: (352) 236-3355
 Fax: (352) 236-0038
 Project No: FL-878

ATTN: Boe Stepp
 OTOW - On Top of The World
 8413 SW 80th Street, Suite 4
 Ocala, FL 34481

May 17, 2022

EMAIL: robert_stepp@otowfl.com

RE: OTOW - SW 92ND COURT ROAD - STA. 167+50 TO 210+87

WE PROPOSE THE FOLLOWING FINAL QUANTITIES:

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
SEWER				
8" PVC Pipe SDR 26 (10' -12')	142	LF	20.00	2,840.00
8" PVC Pipe SDR 26 (12' -14')	184	LF	23.00	4,232.00
4' Dia. Sanitary Manhole (10'-12')	2	EA	3550.00	7,100.00
Pour Inverts in Existing Structure	1	EA	675.00	675.00
8" PVC Force Main DR 18	2935	LF	16.00	46,960.00
20" PVC Force Main - DR18	140	LF	67.00	9,380.00
8" x 45° M.J.D.I. Bend - Epoxy	14	EA	370.00	5,180.00
8" x 2" M.J.D.I. Tapped Cap - Epoxy	2	EA	315.00	630.00
20" M.J.D.I. Sleeve	1	EA	1725.00	1,725.00
20" x 2" M.J.D.I. Tapped Cap - Epoxy	1	EA	1075.00	1,075.00
8" Plug Valve and Valve Box	3	EA	1875.00	5,625.00
Air Release Valve Assembly - Type A	4	EA	4325.00	17,300.00
8" Mega Lug Fitting Restraint	36	EA	75.00	2,700.00
20" Mega Lug Fitting Restraint	3	EA	405.00	1,215.00
8" Pipe Joint Restraint	15	EA	110.00	1,650.00
20" Pipe Joint Restraint	6	EA	705.00	4,230.00
Low Pressure Test (Gravity)	1	LS	500.00	500.00
Hydrostatic Pressure Testing (FM)	1	LS	1400.00	1,400.00
Temporary Blow-off Assembly - 8" Main	1	EA	485.00	485.00
Temporary Blow-off Assembly - 20" Main	1	EA	620.00	620.00
Connect New 8" Main to Existing Manhole (14' Dec	1	EA	2750.00	2,750.00
Connect 8" Force Main to Existing 8" FM	2	EA	1650.00	3,300.00
Connect 20" Force Main to Existing 20" FM	1	EA	2500.00	2,500.00
			Total	124,072.00
WATER				
6" PVC Water Main - DR18	30	LF	11.00	330.00
8" PVC Water Main - DR18	400	LF	15.00	6,000.00
12" PVC Water Main - DR18	100	LF	30.00	3,000.00
16" PVC Water Main - DR18	12	LF	48.00	576.00
18" PVC Water Main - DR18	4125	LF	51.00	210,375.00
6" x 90° M.J.D.I. Bend	3	EA	165.00	495.00
8" M.J.D.I. Sleeve	1	EA	210.00	210.00
8" x 22.5° M.J.D.I. Bend	2	EA	235.00	470.00

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
12" x 2" M.J.D.I. Tapped Cap	3	EA	195.00	585.00
12" x 8" M.J.D.I. Reducer	1	EA	210.00	210.00
16" M.J.D.I. Plug	1	EA	420.00	420.00
18" x 22.5° M.J.D.I. Bend	3	EA	715.00	2,145.00
18" x 45° M.J.D.I. Bend	8	EA	775.00	6,200.00
18" x 2" M.J.D.I. Tapped Cap	1	EA	470.00	470.00
18" x 16" M.J.D.I. Reducer	1	EA	615.00	615.00
18" x 18" x 12" M.J.D.I. Tee	2	EA	1070.00	2,140.00
18" x 18" x 12" x 12" M.J.D.I. Cross	1	EA	1820.00	1,820.00
8" Gate Valve and Valve Box	1	EA	1200.00	1,200.00
12" Gate Valve and Valve Box	3	EA	2190.00	6,570.00
16" Butterfly Valve and Valve Box	1	EA	3080.00	3,080.00
18" Butterfly Valve and Valve Box	3	EA	3280.00	9,840.00
6" Mega Lug Fitting Restraint	18	EA	70.00	1,260.00
8" Mega Lug Fitting Restraint	9	EA	85.00	765.00
12" Mega Lug Fitting Restraint	20	EA	145.00	2,900.00
16" Mega Lug Fitting Restraint	5	EA	270.00	1,350.00
18" Mega Lug Fitting Restraint	52	EA	305.00	15,860.00
8" Pipe Joint Restraint	20	EA	120.00	2,400.00
12" Pipe Joint Restraint	3	EA	200.00	600.00
18" Pipe Joint Restraint	81	EA	480.00	38,880.00
Fire Hydrant Assembly	6	EA	3380.00	20,280.00
12" x 12" x 6" M.J.D.I. Hydrant Tee	3	EA	440.00	1,320.00
18" x 18" x 6" M.J.D.I. Hydrant Tee	3	EA	940.00	2,820.00
16" x 16" Tapping Saddle w/Valve & Box	1	EA	13175.00	13,175.00
1" Single Water Service (Guard Shack)	1	EA	1280.00	1,280.00
Temporary Blow-off Assembly - 12" Main	4	EA	540.00	2,160.00
Temporary Blow-off Assembly - 18" Main	1	EA	595.00	595.00
Connect New 8" Main To Existing 8" Main	1	EA	825.00	825.00
Connect New 18" Main To Existing 16" Main	1	EA	1650.00	1,650.00
Water Sample Point	4	EA	565.00	2,260.00
Bacteriological & Disinfection	1	LS	2000.00	2,000.00
Hydrostatic Pressure Testing	1	LS	2000.00	2,000.00
			Total	371,131.00

IRRIGATION				
16" PVC Irrigation Main - DR18	4165	LF	44.00	183,260.00
16" M.J.D.I. Sleeve	3	EA	570.00	1,710.00
16" x 11.25° M.J.D.I. Bend	1	EA	620.00	620.00
16" x 22.5° M.J.D.I. Bend	4	EA	580.00	2,320.00
16" x 45° M.J.D.I. Bend	8	EA	595.00	4,760.00
16" M.J.D.I. Plug	1	EA	420.00	420.00
16" x 2" M.J.D.I. Tapped Cap	1	EA	375.00	375.00
16" x 16" x 16" M.J.D.I. Tee	1	EA	1000.00	1,000.00
20" x 16" M.J.D.I. Reducer	1	EA	715.00	715.00
16" Butterfly Valve and Valve Box	7	EA	2760.00	19,320.00
Air Release Valve Assembly - Above Ground	5	EA	3520.00	17,600.00
16" Mega Lug Fitting Restraint	54	EA	270.00	14,580.00

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
20" Mega Lug Fitting Restraint	2	EA	405.00	810.00
16" Pipe Joint Restraint	85	EA	415.00	35,275.00
16" Pipe Joint Restraint on Existing Main	10	EA	745.00	7,450.00
Temporary Blow-off Assembly - 16" Main	1	EA	565.00	565.00
Connect New 16" Main To Existing 16" Main	2	EA	2200.00	4,400.00
Connect New 16" Main To Existing 20" Main	1	EA	2200.00	2,200.00
Hydrostatic Pressure Testing	1	LS	2000.00	2,000.00
			Total	299,380.00
TOTAL PROPOSAL:				\$794,583.00

Sincerely,



Charles D. Bell, P.E.
Engineering Manager

SECTION B



8470 SW 79th Street Road, Suite 3
Ocala Florida 34481
(352) 414-5454

June 23rd, 2022

Mr. Kenneth D. Colen
On Top of the World Communities, LLC.
8445 SW 80th Street
Ocala, FL 34481
KDColen86@otowfl.com

RE: OTOW – Weybourne Landing Phase 1D
Acceptance of Utility System

Dear Mr. Colen:

The Bay Laurel Center Community Development District (herein after “The District”) is in receipt of the Utility Acceptance Package (UAP) for the project identified in the above subject line submitted by your engineer of record on June 13th, 2022. All required documents noted in the Developer’s Agreement have been reviewed and are complete.

This letter serves as notification that the improvements of the potable water and sanitary sewer system components for the above described project contained in the UAP package submittals referenced above, will be presented to the District Board of Supervisors for final acceptance at its next meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Schmalz".

Bryan Schmalz
Utility Director

Cc: George Flint, District Manager
Gerald Colen, District Counsel

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that On Top of the World Communities, LLC (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by Bay Laurel Center Community Development District, (hereinafter referred to as "District"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto District, its successors and assigns, all those certain goods and chattels described as follows:

Potable water lines and/or sanitary wastewater collection lines and/or lift stations and/or water production facilities and/or irrigation quality water lines and related facilities constructed within the right-of-way and/or property of Grantor and/or properly dedicated easement to the District, which system is more completely described in Exhibit "1 A" and/or "1 B", for "Weybourne Landing Phase 1D" with a total constructed value of \$331,990.00.

TO HAVE AND TO HOLD the same unto District, its successors and assigns forever.

And the GRANTOR, for itself and its successors, hereby covenants to and with District, its successors and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all liens and encumbrances, that it has good right to sell the same as aforesaid, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the GRANTOR hereby warrants said potable water systems and/or sanitary wastewater collection systems and/or lift stations and/or water production facilities and related facilities to be free from defects due to installation and/or materials for a period of twelve (12) months from the date of execution of this document and GRANTOR further agrees to reimburse District in full for reasonable and necessary repairs (as determined by District), due to said defects during the twelve (12) month period; cost of same shall be set out on an invoice from the person performing the repairs.

GRANTOR:
ON TOP OF THE WORLD COMMUNITIES, LLC.

By: 

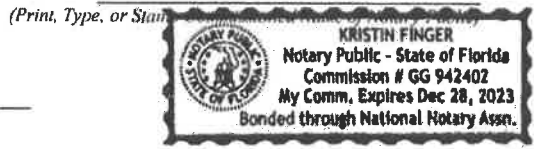
Kenneth D. Colon, President
Print Name/Title

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of June 2022, by Kenneth D. Colon as President for On Top of the World Communities LLC


(Signature of Notary Public - State of Florida)

Personally Known 
Produced Identification: _____





MILLER PIPELINE

AN ARTERA COMPANY

4260 NE 35th Street, Ocala, FL 34479

Office: (352) 236-3355

Fax: (352) 236-0038

Project No: FL-220

ATTN: Boe Stepp
OTOW - On Top of The World, LLC
8435 SW 80th Street, Suite 3
Ocala, FL 34481

May 17, 2022

EMAIL: robert_stepp@otowfl.com

RE: OTOW - WEYBOURNE LANDING PHASE 1D

WE PROPOSE THE FOLLOWING FINAL QUANTITIES:

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
SEWER				
6" PVC Pipe SDR 26	1638	LF	16.00	26,208.00
8" PVC Pipe SDR 26 (0' -6')	1372	LF	20.00	27,440.00
8" PVC Pipe SDR 26 (6' -8')	225	LF	21.00	4,725.00
8" PVC Pipe SDR 26 (8' -10')	279	LF	23.00	6,417.00
8" PVC Pipe SDR 26 (10' -12')	224	LF	24.00	5,376.00
8" PVC Pipe SDR 26 (12' -14')	369	LF	28.00	10,332.00
8" PVC Pipe SDR 26 (14' -16')	307	LF	32.00	9,824.00
8" PVC Pipe SDR 26 (16' -18')	235	LF	37.00	8,695.00
8" x 8" x 6" PVC Wye	35	EA	110.00	3,850.00
6" PVC 22.5° Bend	3	EA	65.00	195.00
6" PVC 45° Bend	45	EA	40.00	1,800.00
4' Dia. Sanitary Manhole (0'-6')	10	EA	2650.00	26,500.00
4' Dia. Sanitary Manhole (6'-8')	1	EA	2950.00	2,950.00
4' Dia. Sanitary Manhole (8'-10')	1	EA	3600.00	3,600.00
4' Dia. Sanitary Manhole (10'-12')	1	EA	3725.00	3,725.00
4' Dia. Sanitary Manhole (12'-14')	2	EA	5725.00	11,450.00
4' Dia. Sanitary Manhole (14'-16')	1	EA	6325.00	6,325.00
4' Dia. Sanitary Manhole (18'-20')	1	EA	7700.00	7,700.00
4' Dia. Sanitary Drop Manhole (8'-10')	1	EA	4375.00	4,375.00
4' Dia. Sanitary Drop Manhole (14'-16')	1	EA	7100.00	7,100.00
Pour Inverts in Existing Structure	1	EA	675.00	675.00
Single Sanitary Sewer Service	14	EA	190.00	2,660.00
Double Sanitary Sewer Service	33	EA	300.00	9,900.00
			Total	191,822.00
WATER				
1" PE Tubing Service Line	1200	LF	6.00	7,200.00
6" PVC Water Main - DR18	700	LF	15.00	10,500.00
8" PVC Water Main - DR18	2524	LF	22.00	55,528.00
6" M.J.D.I. Sleeve	1	EA	195.00	195.00
6" x 45° M.J.D.I. Bend	4	EA	180.00	720.00
8" M.J.D.I. Sleeve	1	EA	255.00	255.00
8" x 22.5° M.J.D.I. Bend	8	EA	215.00	1,720.00
8" x 45° M.J.D.I. Bend	2	EA	220.00	440.00

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
8" x 8" x 6" M.J.D.I. Tee	2	EA	320.00	640.00
6" Gate Valve and Valve Box	2	EA	870.00	1,740.00
8" Gate Valve and Valve Box	3	EA	1220.00	3,660.00
6" Mega Lug Fitting Restraint	28	EA	65.00	1,820.00
8" Mega Lug Fitting Restraint	40	EA	85.00	3,400.00
6" Pipe Joint Restraint	15	EA	85.00	1,275.00
8" Pipe Joint Restraint	48	EA	120.00	5,760.00
Fire Hydrant Assembly	5	EA	3890.00	19,450.00
6" x 6" x 6" M.J.D.I. Hydrant Tee	1	EA	300.00	300.00
8" x 8" x 6" M.J.D.I. Hydrant Tee	4	EA	320.00	1,280.00
2" PVC Sleeve - Water Service	660	LF	5.25	3,465.00
1" Single Water Service	22	EA	340.00	7,480.00
1" Double Water Service	29	EA	460.00	13,340.00
			Total	140,168.00
TOTAL PROPOSAL:				\$331,990.00

Sincerely,



Charles D. Bell, P.E.
Engineering Manager

SECTION V

Mr. Kenneth D. Colen

On Top of the World Communities, LLC

Sidney Colen & Associates, LTD

8445 SW 80th St.

Ocala, FL 34481

Re: Bay Laurel Center CDD Resolution 2022-

Dear Mr. Colen:

This is a notification that Bay Laurel Center Community Development District (“the District”) adopted Resolution 2022-__ exercising the option to purchase a portion of the water, sewer and reuse water assets, commonly described as Water Treatment Plant #3, pursuant to the AMENDED AND RESTATED WATER AND SEWER SYSTEM AND REUSE WATER SYSTEM SUBLEASE/OPTION TO PURCHASE AGREEMENT DATED OCTOBER 12, 2010 at a duly noticed meeting of the Board of Supervisors on Tuesday July 19, 2022. A copy of the Resolution is enclosed for your files.

Sincerely

George S. Flint

District Manager

CC: Gerald Colen and Rachel Wagoner, District Counsel

CERTIFICATE

I, George S. Flint, District Manager of the Bay Laurel Center Community Development District (“the District”) do hereby certify that the attached copy of Resolution 2022-__ has been compared by me with the original thereof and that said Resolution is a true, complete and correct copy thereof, and said Resolution has not been modified amended or supplemented and are in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have set my hand this ____ day of July, 2022.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT (“THE DISTRICT”)

By: George S. Flint

Its: District Manager

RESOLUTION 2022-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT EXERCISING OPTION TO PURCHASE PURSUANT TO SECTION 2 AND EXHIBIT B OF THE AMENDED AND RESTATED WATER AND SEWER SYSTEM AND REUSE WATER SYSTEM SUBLEASE/OPTION TO PURCHASE AGREEMENT DATED OCTOBER 12, 2010 (“AGREEMENT”) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On Top of the World Communities, L.L.C., f/k/a On Top of The World Communities, INC. and Sidney Colen & Associates, LTD. entered into an Amended and Restated Water and Sewer System and Reuse Water System Sublease/Option to Purchase Agreement (“Agreement”) dated October 12, 2010,

WHEREAS, pursuant to Resolution to Resolution 2022- ____, the District Board of Supervisors has made a determination that purchase a portion of the water, sewer and reuse water assets, commonly described as Water Treatment Plant #3, pursuant to Agreement is in the public interest; and

WHEREAS, having determined the acquisition to be in the public interest, the District Board of Supervisors hereby exercises its option to purchase a portion of the System as set forth in Section 2 and EXHIBIT B of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

1. Pursuant to Section 2.3 of the Agreement, the District hereby exercises its Option to Purchase to acquire a portion of the water, sewer and reuse water assets of the Grantors (a “Partial Acquisition”), as more particularly described on Attachment 1 to this Resolution made a part hereof (and including all including all Equipment, Easements, Records, Permits and Approvals, Computer Software, Improvements to the Real Property) and, being some, but not all of the assets subleased to the District pursuant to the Agreement and directs the District Manager to provide notice of such exercise to Grantors.
2. The supervisors of the District, the District Manager, and the District’s officers, attorneys and other agent or employees of the District are hereby authorized and directed to take all actions and to execute and deliver any and all notices, papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the exercise of Option to Purchase as contemplated hereunder.
3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th day of July 2022.

ATTEST:

BOARD OF SUPERVISORS OF THE
BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

BY: _____

Its: _____

ATTACHMENT 1

LEGAL DESCRIPTION OF REAL PROPERTY COMMONLY DESCRIBED AS WATER TREATMENT PLANT #3

SEC 10 TWP 16 RGE 20

PLAT BOOK P PAGES 30

CIRCLE SQUARE WOODS

COM AT NW COR OF SEC 15 TH S 89-33-56 E 1663.33 FT TO POINT ON 940 FT RAD NON-TANGENT CURVE CONCAVE TO N WHOSE RAD POINT BEARS N 26-54-45 E SAID CURVE COINCIDENT W NLY ROW LINE OF PROPOSED SW 80TH ST (A 120 FT WIDE ROW) TH ELY ALONG NLY ROW LINE AND ALONG CURVE THRU CENTRAL ANGLE OF 13-39-05 ARC DIST OF 223.96 FT TO POB TH N 00-00-00 E 441.93 FT TH N 90-00-00 E 639.50 FT TO POINT ON 2540 FT RAD NON-TANGENT CURVE CONCAVE TO E WHOSE RAD POINT BEARS S 79-24-45 E CURVE LYING ON WLY ROW LINE OF PROPOSED RD A (A 80 FT WIDE ROW): TH FOLLOWING 2 COURSES ALONG WLY ROW LINE TH SLY ALONG CURVE THRU CENTRAL ANGLE OF 9-48-56 ARC DIST 435.14 FT TO POINT ON REVERSE CURVATURE OF 35 FT RAD CURVE CONCAVE TO NW TH SWLY ALONG CURVE THRU CENTRAL ANGLE 89-13-41 ARC DIST OF 54.51 FT TO POINT OF TANGENCY TH ALONG NLY ROW LINE OF PROPOSED SW 80TH ST TH N 90-00-00 W 345.86 FT TO POINT OF CURVATURE OF 940 FT RAD CURVE CONCAVE TO N TH ALONG CURVE THRU CENTRAL ANGLE OF 13-15-40 ARC DIST OF 217.56 FT TO POB & COM AT NW COR OF SEC 15 TH S 89-33-56 E 1663.33 FT TO POB POINT BEING ON 940 FT RAD NON-TANGENT CURVE CONCAVE TO N WHOSE RAD POINT BEARS N 26-54-45 E SAID CURVE BEING COINCIDENT WITH NLY ROW LINE OF PROPOSED SW 80TH STREET EXTENSION(120 FT WIDE ROW) TH ELY ALONG NLY ROW & ALONG CURVE THRU CENTRAL ANGLE OF 13-39-05 ARC DIST OF 223.96 FT TO POINT OF NON-TANGENCY POINT BEING SW COR OF PROPOSED WATER TREATMENT PLANT #3 TH N 00-00-00 E 441.93 FT TO NW COR OF PROPOSED WATER TREATMENT PLANT TH N 90-00-00 W 282.54 FT TH S 00-00-00 E 330.30 FT TO AFOREMENTIONED NLY ROW LINE OF PROPOSED SW 80TH AVE EXTENSION POINT ON 1060 FT RAD NON-TANGENT CURVE CONCAVE TO SW RAD POINT BEARS S23-3045 W TH SELY ALONG SAID NLY ROW LINE & ALONG CURVE THRU CENTRAL ANGLE OF 03-54-31 ARC DIST OF 72.31 FT TO POINT ON REVERSE CURVATURE OF 940 FT RAD CURVE CONCAVE TO NE TH SELY ALONG NLY ROW LINE & ALONG CURVE THRU CENTRAL ANGLE OF 00-30-31 ARC DIST OF 8.34 FT TO POB

RESOLUTION 2022-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED WATER AND SEWER SYSTEM AND REUSE WATER SYSTEM SUBLEASE/OPTION TO PURCHASE AGREEMENT DATED OCTOBER 12, 2010 ("AGREEMENT") VALUATION AND PURCHASE PRICE DETERMINATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Amended and Restated Water and Sewer System and Reuse Water System Sublease/Option to Purchase Agreement dated October 12, 2010, ("Agreement") between On Top of the World Communities, L.L.C., f/k/a On Top of The World Communities, INC. and Sidney Colen & Associates, LTD ("Grantors") and the District, and pursuant to Resolution 2022-___ the District has exercised its Option to Purchase a portion of the Utility System assets sub-leased to the District the Agreement (the "Acquisition Assets"); and

WHEREAS, pursuant to the terms of the Agreement, upon exercise of the Option to Purchase by the District the Grantors are to agree on the valuation of the Acquisition Assets to be acquired by the District; and

WHEREAS, the District's valuation consultant, Willdan Financial Services, has submitted an Appraisal for the Purposes of System Integration of Water Treatment Plant #3 to the District which determined a valuation of the Acquisition Assets in conformance with the requirements of the Agreement (the "Valuation") and the Grantors have agreed that said valuation is fair, reasonable and equal to or less than the fair market value of such Acquisition Assets, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

1. The District hereby accepts the Valuation for the acquisition of the Acquisition Assets in the amount of \$35,700,000.00, and determines that such valuation is fair and reasonable and equal to or less than the fair market value of such Acquisition Assets.
2. The District hereby approves said Valuation for purposes of establishing the purchase price for the Acquisition Assets under the terms of the Agreement.
3. The Supervisors of the District, the District Manager, and the District's officers, attorneys and other agents or employees of the District are hereby authorized to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements hereof, and each supervisor, employee, attorney and officer of the District is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.
4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2022.

PASSED AND ADOPTED THIS 19th day of July 2022.

ATTEST:

BOARD OF SUPERVISORS OF THE
BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT

BY: _____

Its: _____

SECTION VI

July 6, 2022

Hannah Smith
Bay Laurel Center CDD

Re: Preparation of GASB 75 Disclosures for the Bay Laurel Center CDD

Dear Ms. Smith:

Pursuant to your request, I have set forth below our fee to provide the actuarial calculations required by Governmental Accounting Standards Board Statement No. 75 (GASB 75).

It is my understanding that: (i) we are to use a measurement date of September 30, 2021; (ii) there are approximately 0 individuals who are receiving post-employment benefits and 25 employees who may become eligible for post-employment benefits in the future; (iii) the post-employment healthcare benefits are fully insured; (iv) retirees may choose from one health plan(s); (v) there is (no) trust fund from which post-employment benefits are paid; (vi) subsidized post-employment life insurance is (not) provided; and (vii) there (are) no unit(s) for which costs and liabilities must be separately disclosed. Based on the information above, I have prepared the following fee quotation.

Our fixed retainer fee will be **\$3,000.00** for the following services:

1. Performance of an actuarial valuation pursuant to the provisions of GASB 75 and preparation of an actuarial valuation report as of the cited measurement date, complete with all necessary calculations, information, and disclosures as required by GASB 75 and other applicable actuarial professional standards;
2. Miscellaneous telephone calls between the actuary, the relevant employees of the Florida League of Cities, and any Bay Laurel Center CDD employees or other professionals connected with the cited work, including conference telephone calls as needed to discuss the assumptions used in the calculations and to explain the results of the valuation to Bay Laurel Center CDD officials.

Note that, previously under GASB 45, we were able to provide two years' of valuation results in a single report. However, because under GASB 75 the valuation must be re-run as of each measurement date to reflect an updated return on 20-year municipal bonds, we can no longer provide two years' of valuation results in a single report. Therefore, the valuation described above must be performed as of each distinct measurement date, which means that, for most employers, a separate GASB 75 valuation will be required each fiscal year.

The report will be provided on a first-come, first-served basis as of the date on which we receive all necessary information, including, but not limited to, employee and retiree data, claims experience (if applicable), retiree premiums, Bay Laurel Center CDD contributions and/or premiums, and other information set forth in our standard data request letter. We anticipate that a GASB 75 valuation report will be available in as little as three weeks from this date during the summer season, but that the processing time for a GASB 75 valuation report may stretch to as long as 10 weeks from this date during the winter season due to the fact that most Florida public employers operate on an October 1 fiscal year. Therefore, we encourage you to submit the necessary data and information as soon as possible and to submit the information in the late spring of each year to avoid a lengthy wait for your GASB 75 report.

If you agree to this proposal, please have this signed and dated by the appropriate official and send a copy to me.

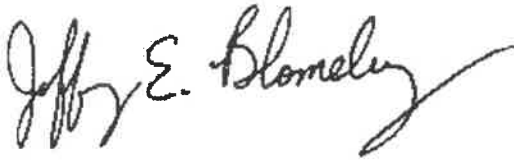
Darrin Mossing
Signature

Asst. District Manager
Title

Darrin Mossing
Printed Name

July 12, 2022
Date

Sincerely,



Jeff Blomeley
Investment and Retirement Services Manager
Florida League of Cities, Inc.
P.O. Box 1757
Tallahassee, FL 32302
800-616-1513 x 3614

SECTION VII

ADDENDUM TO NORTH WATER RECLAMATION FACILITY (NWRf) AGREEMENT FOR CONSTRUCTION SERVICES WITH GUARANTEED MAX PRICE BETWEEN BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT AND WHARTON-SMITH, INC. DATED APRIL 27th, 2022

This Addendum No. 2 (“Addendum”) is made as of July 19th, 2022, by Bay Laurel Center Community Development District, 8470 SW 79th Street Road, Suite 3, Ocala, FL 34481, and Wharton-Smith, Inc., 750 Monroe Road, Sanford, FL 32771.

The attached document titled “GMP #03” is being incorporated into the Agreement under “Exhibit B” as outlined in Article 3 Paragraph 1. All other components of the Agreement remain the same and are in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

For the Client:

For the Construction Manager:

Bay Laurel Center Community Development District

Wharton-Smith, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXECUTED IN THE PRESENCE OF:

EXECUTED IN THE PRESENCE OF:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____



Bay Laurel Center North Water Reclamation Facility



Kimley»Horn

GMP #03

Prepared by Wharton-Smith (CMAR)



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

SECTION 2 – COST SUMMARY

SECTION 3 – PROPOSAL BACKUP

SECTION 1 – EXECUTIVE SUMMARY

July 12th, 2022

Mr. Bryan Schmalz
Utility Director – Bay Laurel Center CDD
8470 SW 79th St. Rd.
Ocala, FL 34481

Re: Bay Laurel North WRF
GMP #03

Dear Mr. Schmalz:

Wharton-Smith Inc. is pleased to submit our GMP #03 cost estimate for the Bay Laurel North WRF Project. A comprehensive breakdown of the bid packages is provided in the supporting documentation following this letter. The overall GMP #03 is valued at **\$29,540,375.04**

General Conditions:

There have been no additional General Condition costs associated with this package.

Contingency:

A 5% contingency has been allocated to this GMP in the event unforeseen conditions or scope arise. Any contingency not expended, will be reallocated to the overall project contingency upon final GMP.

GMP#03 includes the following bid packages:

1. Prestressed Tanks
 - a. Complete construction of one (1) 500,000 gallon Equalization Basin.
 - i. Furnish and install of wall pipes.
 - ii. Tank accessories including manways and exterior level indicators etc.
 - iii. Interior and exterior coatings.
 - iv. Leak testing.
 - b. Complete construction of one (1) 6,250,000 gallon Reclaim Water Ground Storage Tank (GST)
 - i. Furnish and install all interior piping.
 - ii. Exterior tank coatings and interior pipe coatings.
 - iii. Tank accessories including access ladders, manways, vents, hatches, exterior level indicators etc.
 - iv. Leak testing.
 - c. Payment & Performance Bonds
 - d. Insurance
2. Process Concrete
 - a. Complete cast-in-place concrete construction of the following hydraulic structures:
 - i. Headworks (Approx. height 30'-0")

- ii. Influent Splitting Structure (Approx. height 20'-0")
 - iii. Oxidation Ditches (Approx. height 20'-0")
 - iv. Including elevated decks and stairs
 - v. MLSS Splitter (Approx. height 20'-0")
 - vi. Clarifiers (Approx. height 19'-9")
 - vii. Filter Splitting Structure (Approx. height 11'-6")
 - viii. Chlorine Contact Basin (Approx. height 8'-6")
 - ix. Aerobic Digesters (Approx. height 16'-0")
 - b. Leak testing and leak injection
 - c. Payment & Performance Bonds
 - d. Insurance
- 3. Soil Remediation - Compaction Grout Injection
 - a. Compaction grout injected at approximately 97 locations per geotechnical report prepared by Andrey'ev Engineering Inc.
 - b. Installation of approximately 4,850 lineal feet of pipe casing. Casing to be billed at the unit rate established on the bid form. Upon scope completion, any remaining balance will be allocated to project contingency.
 - c. Injection of approximately 2,400 cubic yards of compaction grout. Grout to be billed at the unit rate established on the bid form. Upon scope completion, any remaining balance will be allocated to project contingency.
 - d. Payment & Performance Bonds
 - e. Insurance
- 4. Rapid Infiltration Basins (RIBs)
 - a. Construction of RIB #01, RIB #02, and South swale complete.
 - b. Furnish and install of all pipe, valves, fittings, and restraints for all Substandard Reclaimed Water (SRW) piping beginning at the North WRF southern fence line.
 - c. Furnish and install of all outfall structures, concrete, and accessories.
 - d. Pipe pressure testing
 - e. All sodding/restoration for disturbed areas.
 - f. Surveying
 - g. Payment & Performance Bonds
 - h. Insurance
- 5. North WRF Loop Access Road & Storm System
 - a. Installation of all North WRF Loop Access Road sub-base and base complete.
 - b. Asphalt allowance developed from bid form submission to be rebid at current market value in approximately 2024. 10% added to bid form value for inflation factor.
 - c. Furnish and install of storm water system complete including structures, grates, pipe, mitered ends, rip raps, etc.
 - d. Cleaning of storm water system upon completion of project and CCTV inspection.
 - e. Excavation and grading to subgrade of all structures.
 - f. Surveying
 - g. Payment & Performance Bonds
 - h. Insurance

Thank you again for this opportunity to serve the Bay Laurel Center CDD. As always, I am available to discuss at your earliest convenience.

Very respectfully,



Curtis Matte
Senior Project Manager
Wharton-Smith, Inc.

SECTION 2 – COST SUMMARY



Bay Laurel Center CDD

Bay Laurel North WRF
Guaranteed Maximum Price #03
WHARTON-SMITH, INC.



DATE: 7/13/2022

ITEM	BUDGET MASTER SUMMARY	TOTAL
I	GENERAL CONDITIONS	
	N/A	\$ -
	TOTAL GENERAL CONDITIONS	\$ -
II	COST OF WORK	BID FORM VALUE
	PRESTRESSED TANKS	\$ 3,930,100.00
	PROCESS CONCRETE	\$ 18,175,100.00
	COMPACTION GROUT INJECTION	\$ 610,948.00
	RAPID INFILTRATION BASINS (RIBS)	\$ 2,517,424.96
	SITE WORK - ACCESS ROAD/STORM SYSTEM	\$ 505,224.75
	TOTAL COST OF WORK	\$ 25,738,797.71
III	CONTINGENCY	
	5% CONTINGENCY	\$ 1,286,939.89
	ASPHALT ALLOWANCE	\$ 326,461.52
	TOTAL CONTINGENCY	\$ 1,613,401.41
IV	BONDS & INSURANCE FOR OVERALL VALUE	\$ -
V	PROFIT 8%	\$ 2,188,175.93
VI	TOTAL GMP COST (I + II + III + IV + V)	\$ 29,540,375.04



Bay Laurel Center CDD

Bay Laurel North WRF
Guaranteed Maximum Price #03
WHARTON-SMITH, INC.



PROCUREMENT SUMMARY

DATE: 7/13/2022

ITEM	PO DESCRIPTIONS	PO#	TOTAL
I	PURCHASE ORDERS		
	CMAR SERVICES	ATT A	\$ 375,339.18
	GMP #01	ATT B	\$ 2,584,144.99
	GMP #02	AMMENDMENT #01	\$ 7,336,714.42
	GMP #03	AMMENDMENT #02	\$ 29,540,375.04
	GMP #04	AMMENDMENT #03	
	GMP #05	AMMENDMENT #04	
	TOTAL PURCHASE ORDERS		\$ 39,836,573.63

**BAY LAUREL NORTH WRF
GMP #3
BID TABULATIONS AND EVALUATIONS**

Bid Scope	Subcontractor / Supplier	Price	Apparent Low Responsive Bidder	Budget Estimate	Delta
BP #1 Prestressed Tanks	CROM	\$ 3,990,100.00	\$ 3,990,100.00	N/A	N/A
BP #2 Process Concrete	Integrate Concrete	\$ 18,175,100.00	\$ 18,175,100.00	N/A	N/A
BP #3 Compaction Grout	VMG	\$ 19,080,250.00	\$ 19,080,250.00	N/A	N/A
	Foundation Services of Central Florida	\$ 655,500.00	\$ 655,500.00	N/A	N/A
	Earth Tech LLC	\$ 610,948.00	\$ 610,948.00	N/A	N/A
	Keller North America	\$ 754,632.00	\$ 754,632.00	N/A	N/A
BP #4 Rapid Infiltration Basins (RIBS)	Flaw Williams	\$ 2,517,424.96	\$ 2,517,424.96	N/A	N/A
BP #5 Storm System/Access Road	SDC	\$ 1,431,457.00	\$ 1,431,457.00	N/A	N/A
	Ciraco	\$ 505,224.75	\$ 505,224.75	N/A	N/A
	Narty Tractor Earthmovers	\$ 1,146,000.20	\$ 1,146,000.20	N/A	N/A
		INCOMPLETE			

Subcontractor Bid
Evaluation and
Comparison Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

BID PACKAGE #1 - Prestressed Tanks
Bay Laurel North WRF
Bay Laurel Center CDD
Friday, July 8, 2022

Scope Item Description	GROM								
Base Bid - Before Bid Alternates	Chad 352-727-6066 NO BID								
Prestressed Tanks	\$ 4,079,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bid Alternates									
Center Located Sump in EQ Basin	\$ (11,500.00)								
EQ Interior Coating	\$ (149,000.00)								
Concurrent Tank Construction	\$ (22,000.00)								
Bid Document Requirements									
Bid Form	Yes								
Acknowledged Addenda	Yes								
Sanctions and Litigation	Yes								
Licenses	Yes								
Certificate of Insurance	Yes								
Additional Notes									
Subtotal (Including Alternates):	\$ 3,830,100	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 0.0%	\$ 0.0%
Bond:									
Adjustment:	None								
Total Adjusted Scope:	\$ 3,830,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recommendation: \$ 3,830,100.00	\$ 3,830,100.00								

Recommend GROM as the lowest responsive bidder.

Subcontractor Bid
Evaluation and
Comparison Sheet

BID PACKAGE #2 - Process Concrete

Trade Description:

Bay Laurel North WRF

Project Name:

Bay Laurel Center CDD

Owner:

Friday, July 8, 2022

Bid Date:

Scope Item Description	Integ-Crete Construction	VMG			
Base Bid - Before Bid Alternates	Justin 772-216-4412	Adolfo Galvan 407-347-9536	\$	\$	\$
Process Concrete	\$ 18,175,100.00	\$ 19,030,250.00			
Bid Alternates					
Onsite Batch Plant	N/A	N/A			
Deduct One (1) Digester Tank	\$ (425,000.00)	\$ (483,000.00)			
Bid Document Requirements					
Bid Form	Yes	Yes			
Acknowledged Addenda	No	No			
Clarifications / Exceptions	Yes	No			
Value Engineering Proposal	No	No			
Additional Notes					
Subtotal (including Alternates):	\$ 18,175,100	\$ 19,030,250.00	\$	\$	\$
Bond:	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment:	None	None	None	None	None
Total Adjusted Scope:	\$ 18,175,100.00	\$ 19,030,250.00	\$	\$	\$
Recommended Bid: \$ 18,175,100.00	\$ 18,175,100.00	\$ 19,030,250.00	\$	\$	NO BID

Recommend Integ-Crete as the lowest responsive bidder.

Subcontractor Bid
Evaluation and
Comparison Sheet

BID PACKAGE #3 - Grout Pinning

Trade Description:

Project Name:

Owner:

Bid Date:

Bay Laurel North WRF

Bay Laurel Center CDD

Wednesday, May 18, 2022

Scope Item Description	Foundation Services of Central Florida	Earth Tech LLC	Keller North America
Blaze Bid - Before Bid Alternates	Robert 352-822-9218	Bryan 813-909-8000	Jared Horvitz 813-884-3441
Grout Pinning	\$ 655,300.00	\$ 764,532.00	\$ -
Rev 1 with Andreyev Geotech	\$ 215,070.00	\$ 195,000.00	\$ 276,782.00
	\$ 440,230.00	\$ 415,948.00	\$ 477,850.00
Bid Alternates			
Bid Document Requirements			
Bid Form	Yes	Yes	Yes
Acknowledged Addenda	Yes	Yes	Yes
Licenses	No	Yes	Yes
Certificate of Insurance	No	Yes	Yes
Clarifications	No	Yes	Yes
Additional Notes			
Subtotal (Including Alternates):	\$ 655,300	\$ 610,948.00	\$ 754,532.00
Bond:	0.0%	0.0%	0.0%
Adjustment:	None	None	None
Total Adjusted Scope:	\$ 655,300.00	\$ 610,948.00	\$ 754,532.00
Recommendation: \$510,848.00	\$ 655,300.00	\$ 610,948.00	\$ 754,532.00

Recommend Earth Tech LLC as the lowest responsive bidder.

Subcontractor Bid
Evaluation and
Comparison Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

BID PACKAGE #6 - Storm System/Access Road
Bay Laurel North WRF
Bay Laurel Center CDD
Wednesday, June 8, 2022

Scope Item Description	SBC		Cracco		Hardy Tractor Services		Earthmovers	
	Shane Cox 321-251-6535	NO BID	Scott O'Neal 352-347-2035	Griffin Armstrong 368-460-1405	Donald Lee 352-236-1400			
Base Bid - Before Bid Alternates								
Submittals	\$ 14,700.00		\$ 1,000.00	\$ -	\$ 4,500.00			
Mobilization	\$ 339,312.00		\$ 29,000.00	\$ 54,000.00	\$ 45,700.00			
Erosion Control	\$ 97,000.00		\$ -	\$ 107,384.00	\$ 55,120.00			
Storm System	\$ 490,825.00		\$ 246,761.75	\$ 359,437.00	\$ 320,995.00			
Access Road	\$ 489,520.00		\$ 220,996.62	\$ 610,502.00	No Bid			
Bid Alternates								
Bid Document Requirements								
Bid Form	Yes		Yes	Yes	Yes			
Acknowledged Addenda	Yes		Yes	Yes	Yes			
Clarifications / Exceptions	No		No	No	No			
Value Engineering Proposal	No		No	No	No			
Additional Notes								
Scheduled Lead Times, Etc.								
Subtotal (Including Alternates):	\$ 1,431,457		\$ 497,758.37	\$ 1,131,323.00	\$ 426,315.00			
Bond:	0.0%		1.5%	1.3%	0.0%			
Adjustment:	None		None	14,707	None			
Total Adjusted Scope:	\$ 1,431,457.00		\$ 605,224.75	\$ 1,146,030.20	\$ 426,315.00			
Recommendation: Lowest Bidder	\$ 1,431,457.00		\$ 605,224.75	\$ 1,146,030.20	\$ 426,315.00			

Recommend Cracco as the lowest responsive bidder.

SECTION 3 – PROPOSAL BACKUP



CROM[®]

BAY LAUREL CENTER NORTH WATER RECLAMATION FACILITY Ocala, FL

**BUILDING AND RESTORING THE NATION'S INFRASTRUCTURE SINCE
1953**

250 S.W. 36TH TERRACE | GAINESVILLE, FLORIDA | 32607-2889

PHONE 352.372.3436 | FAX 352.372.6209 | WWW.CROMCORP.COM

CHATTANOOGA, TN - FORT MYERS, FL - GAINESVILLE, FL - RALEIGH, NC - WEST PALM BEACH, FL

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Prestressed Tanks
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: CROM, LLC
 Contact Name: Cliff Dykes Title: Business Development Manager
 Address: 250 SW 36th Terrace
Gainesville, FL 32607
 Phone Number: (352) 372-3436 Fax: (352) 372-6209

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input checked="" type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Licenses | <input type="checkbox"/> Clarifications |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 7/6/2022 No. _____ Dated _____
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QT	Unit Price	Total Price
1.	Submittals	1	\$ 320,000.00	\$ 320,000.00
2.	Reclaimed Ground Storage Tank	1	\$ 3,041,000.00	\$ 3,041,000.00
3.	Equalization Basin	1	\$ 692,000.00	\$ 692,000.00
4.	Payment and Performance Bonds	1	\$ 26,000.00	\$ 26,000.00
5.	Indemnification	1	\$ 100.00	\$ 100.00
TOTAL BASE BID:				\$ 4,079,100.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – Center Located Sump in Equalization Basin

\$ (11,500.00)

SCHEDULED LEAD TIMES FOR COMPLETION

Item No.	Brief Description of Item	Calendar Days	
		Submittals	Construction Duration
1.	Reclaim Ground Storage Tank	8 Wks/56 Days	22 Wks/154 Days
2.	Equalization Basin	8 Wks/56 Days	17 Wks/119 Days

Total Time to Complete Scope (Workdays)

47 Work Weeks, 329 Calendar Days, 235 Work Days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Heather Smith / Assistant Secretary

Print Name / Title

7/8/2022

Date

*DEDUCT: EQ Interior Coating

(\$149,000.00)

*DEDUCT: COncurrent Tank Construction

(\$22,000.00)

ACCEPTED

Litigation Summary CROM, LLC 2018-2022

1. Clay County Utility Authority v. Beach Construction Company, Inc. v. CROM, LLC (Clay County, FL) *This matter is ongoing.* In 2021, CROM received a 3rd Party Complaint from Beach Construction, alleging a construction defect for a tank built in 2008. The allegations from Beach, which was the General Contractor, that went out of business shortly after the project, are vague and make no specific allegations. Beach failed to correctly install the underdrain system, and voids opened up underneath the tank—none of which were included in CROM's scope of work. In 2019, the owner then hired CROM to re-build a replacement tank with a new general contractor next to the tank with the underground failure. CROM is defending this suit with insurance counsel.
2. BBI Construction Management, Inc. ("BBI"). v. Clay County Utility Authority ("CCUA") v. Westfield Insurance (BBI's Surety) v. CROM, LLC (Clay County, FL) *This matter is ongoing.* In early 2018, CROM successfully completed construction of a .45-MG Clarifier Tank for Clay County Utility Authority ("CCUA"), the Owner, in Fleming Island, FL. At the time of tank acceptance in summer of 2018, BBI, the general contractor, who is responsible for the underdrain system, failed to properly maintain the underdrain, causing damage to the tank floor. The underdrain system is excluded from CROM's scope of work. In August 2019, CROM received a Third Party Complaint from BBI, the general contractor, bringing CROM into a claim that BBI filed against CCUA, the owner, alleging breach. Subsequent to the suit, CCUA hired CROM to restore the tank floor to its original condition. CROM has successfully completed the floor restoration for CCUA. The suit continues.
3. CROM, LLC v. Ortega Industrial Contractors, Inc. and Western Surety Company (Alachua County, FL) *This matter is settled and the suit is dismissed.* In March 2022, CROM filed suit against Ortega and its surety due to non-payment for satisfactory work completed for and accepted by Gainesville Regional Utilities, owned by the City of Gainesville, FL, to collect CROM's retainage that has been paid to Ortega, the General Contractor. Ortega is in receipt of CROM's retainage, but has since gone out of business and dissolved. In this case, the Engineer of Record ("EOR"), CH2MHill specified a coating that took some time to gain acceptance by the Owner, but is accepted in full. Ortega is charging the delay in acceptance against CROM, although it was the specification of the EOR, and there are no allegations of application error. CROM is looking to Ortega and its surety for payment of its retainage. CROM and Ortega entered into a confidential settlement with case dismissal in April 2022.
4. CROM, LLC v. J. Cumby Construction, Inc. Westfield Insurance Company (Bledsoe County, TN). *This matter is ongoing.* In April 2022, CROM filed suit against General Contractor, J. Cumby and its surety for non-payment of the final retainage. CROM successfully completed the works, including six (6) tanks, per the contract documents. CROM's work has been fully accepted by the Owner, Bledsoe Correctional Complex in Pikeville, TN, and the General Contractor. However, J. Cumby is backcharging CROM for the site work not being prepared before CROM mobilized to begin construction of CROM's scope of work. The site work was a responsibility of J. Cumby and was specifically excluded from CROM's scope of work in the contract. Nonetheless, J. Cumby alleges its delays in completion of the site work were caused by CROM.

Ron DeSantis, Governor



Halsey Beshears, 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

OYENARTE, ROBERT GLENN

CROM, LLC
250 SW 36TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: CGC1517301

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED CROM, LLC 250 S W 36th Terrace Gainesville, FL 32607	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Liberty Mutual Fire Insurance Company NAIC#: 23035
 POLICY NUMBER: WC2-291-469956-021 EFF DATE: 12/31/2021 EXP DATE: 12/31/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
WORKER'S COMPENSATION	EA. ACCIDENT	\$1,000,000
AND EMPLOYER'S LIABILITY	DISEASE - POL LIMIT	\$1,000,000
PER STATUTE	DISEASE - EA. EMPL.	\$1,000,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: CEO744656005 EFF DATE: 12/31/2021 EXP DATE: 12/31/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional/Pollution	Each Claim	\$10,000,000
Liability Coverage	Aggregate	\$10,000,000
	SIR	\$100,000

RESOLUTION OF THE MANAGERS
OF CROM, LLC
A FLORIDA LIMITED LIABILITY COMPANY

To: Wharton-Smith, Inc.

I HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by unanimous written consent of the Managers of CROM, LLC, a limited liability company organized under the laws of the State of Florida, on the 19th day of March 2014, updated on June 29, 2022, and that the said resolution has been entered upon the regular minute book of this company and is in accordance with the operating agreement that is now in full force and effect:

“RESOLVED THAT the following individuals are authorized to sign bid proposals, construction contracts, releases and waivers of claims for this company; and further to include in such bid proposals and contracts the certificate as to non-collusion required by law as the act and deed of such company, and for all inaccuracies of misstatements in such certificate this company shall be liable under the penalty of perjury.”

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolution are as follows:

<u>Name</u>	<u>Title</u>
Robert G. Oyenarte	President
Jeffrey A. Pomeroy	Chief Financial Officer & Treasurer & Assistant Secretary
Joseph C. Swann	Senior Vice President & Assistant Secretary
Christopher T. Mincey	Vice President & Assistant Secretary
Alexander D. Ciasca	Vice President & Assistant Secretary
Brett F. Bohannon	Assistant Secretary
Dale A. Shinsky	Assistant Secretary
Richard Blake Roberts	Assistant Secretary
Kristina L. Elkins	Assistant Secretary
Paul Mathis Bracewell	Assistant Secretary
Samantha Tillman	Assistant Secretary
Bruce Russell	Assistant Secretary
Thomas J. Williams III	Assistant Secretary
Heather Smith	Assistant Secretary
Chad Smith	Assistant Secretary
Cody AH Galloway	Assistant Secretary



By: _____
Robert G. Oyenarte

Title: President
Date: June 29, 2022



CROM

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Process Concrete Contractor
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: INTEG-CRETE CONSTRUCTION
 Contact Name: JUSTIN DRAWDY Title: PRESIDENT
 Address: 10550 WEST MIDWAY RD
FORT PIERCE FL 34945
 Phone Number: 772 216 4412 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____ No. _____ Dated _____
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals Package	1	LS	\$ <u>80,000</u>	\$ <u>80,000</u>
2.	Process Concrete Package	1	LS	\$ <u>17,915,100</u>	\$ <u>17,915,100</u>
3.	Payment and Performance Bonds	1	LS	\$ <u>179,900</u>	\$ <u>179,900</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>18,175,100</u>

EIGHTEEN MILLION ONEHUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS.
 (TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – ONSITE BATCH PLANT
 Alternate #2 – DEDUCT ONE (1) DIGESTER TANK

\$ NOT AVAILABLE
 \$ 425,000

VOLATILE MATERIAL RISK VALUE

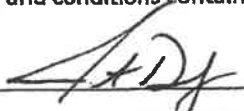
Item No.	Brief Description of Item	Total Cost
1.	Concrete	\$ <u>3,525,000</u>
2.	Rebar	\$ <u>4,897,000</u>

SCHEDULED LEAD TIMES FOR COMPLETION

Item No.	Brief Description of Item	Calendar Days	
		Submittals	Construction Duration
1.	Headworks	<u>42 DAYS</u>	<u>161 DAYS</u>
2.	Oxidation Ditches	<u>98 DAYS</u>	<u>308 DAYS</u>
3.	MLSS Splitter	<u>21 DAYS</u>	<u>35 DAYS</u>

4.	Clarifiers	<u>56 DAYS</u>	<u>98 DAYS EA / 161 DAYS BOTH</u>
5.	Filter Splitter	<u>21 DAYS</u>	<u>35 DAYS</u>
6.	Chlorine Contact Basin	<u>56 DAYS</u>	<u>154 DAYS</u>
7.	Aerobic Digesters	<u>56 DAYS</u>	<u>126 DAYS</u>
8.	Influent Splitting Structure	<u>21 DAYS</u>	<u>35 DAYS</u>
9.	All Other Material	<u>42 DAYS</u>	<u>0 DAYS</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Signature

JUSTIN DROWDY/PRESIDENT
 Print Name / Title

7/8/22
 Date

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Process Concrete Contractor
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: VMG CONSTRUCTION INC
 Contact Name: Adolfo Galvan Title: ESTIMATOR
 Address: 43 1ST Street Winter Garden FL 34787
 Phone Number: 407 347 9536 Fax: 407 877 7264

Bid Proposal Documentation Checklist (check all that apply):

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Bid Form | <input type="checkbox"/> | Value Engineering Proposal |
| <input type="checkbox"/> | Sanctions and Litigation | <input type="checkbox"/> | List of Subcontractors |
| <input type="checkbox"/> | Licenses | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | Proof of Bonding Capability | <input type="checkbox"/> | Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. <u>N/A</u>	Dated <u>N/A</u>	No. <u>N/A</u>	Dated <u>N/A</u>
No. <u>N/A</u>	Dated <u>N/A</u>	No. <u>N/A</u>	Dated <u>N/A</u>

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals Package	1	LS	\$ 125,000	\$ 125,000
2.	Process Concrete Package	1	LS	\$ 18,619,696	\$ 18,619,696
3.	Payment and Performance Bonds	1	LS	\$ 285,454	\$ 285,454
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 19,030,250

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – ONSITE BATCH PLANT

\$ N/A

Alternate #2 – DEDUCT ONE (1) DIGESTER TANK

\$ 483,000

VOLATILE MATERIAL RISK VALUE

Item No.	Brief Description of Item	Total Cost
1.	Concrete	\$ 3,580,500
2.	Rebar	\$ 5,115,000

SCHEDULED LEAD TIMES FOR COMPLETION

Item No.	Brief Description of Item	Calendar Days	
		Submittals	Construction Duration
1.	Headworks	60	180
2.	Oxidation Ditches	110	325
3.	MLSS Splitter	45	45

4.	Clarifiers	60	100
5.	Filter Splitter	25	45
6.	Chlorine Contact Basin	60	160
7.	Aerobic Digesters	60	135
8.	Influent Splitting Structure	25	45
9.	All Other Material	45	0

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Signature

 ADOLFO GALVAN

 Print Name / Title

 07/11/2022

 Date

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Grout Pinning
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Earth Tech LLC
 Contact Name: Bryan Plaskett Title: Assistant Project Manager
 Address: 2620 Hunt Rd
Land O Lakes, FL 34638
 Phone Number: 813-909-8000 Fax: 813-909-8001

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Licenses | <input checked="" type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated No date No. _____ Dated _____
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- ~~Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.~~

No Schedule provided, duration is dependent upon grout consumption

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. ~~This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.~~ Pricing is valid for 30 days from proposal date. After that we would have to update material prices
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ 0	\$ 0
2.	Mobilization	1	LS	\$ 1,500	\$ 1,500
3.	Pipe Drilling	4,850 3,240	LF	\$ 18/LF	\$ 58,320 87,300
4.	Compaction Grout	2,400 650	CY	\$ 205/CY 215	\$ 133,250 516,000
5.	Payment and Performance Bonds	1	LS	\$ 1,930 (1%) 6,048	\$ 1,930 6,048
6.	Indemnification	1	LS	\$ 100.00	\$ 100.00

TOTAL BASE BID: \$ 195,000 610,948

RED TEXT Based on Andrey'ev geotech report.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Total Time to Complete Scope (Workdays) 26
13 days (based on estimated quantities)

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


 Signature

Bryan Plaskett / Assistant PM
 Print Name / Title

5-19-2022
 Date

Proposal

May 19, 2022

To: Wharton Smith

Attn: Curtis Matte

Re: Bay Laurel North Water Reclamation Facility
Ocala, FL
Compaction Grout (CG) Proposal

Soil Stabilization

Compaction Grouting
Underpinning

Ground Improvement

Vibro Replacement/Stone
Columns
Vibro Compaction

Deep Foundations

Ductile Iron Piles
Micro Piles/Mini Piles
Helical Piles
Auger Cast Piles

Curtis:

Earth Tech, LLC is pleased to offer this proposal for the Compaction Grouting scope of work on the above referenced project.

Our promise to you:

- ❖ We will adhere to your project schedule and start our work on time
- ❖ We will complete our work on time and within budget
- ❖ We will meet or exceed your company's safety and insurance requirements

Our proposal is based on:

- ❖ Geotechnical Site Exploration prepared by Geo-Tech dated May 2, 2022
- ❖ Compaction Grouting Specifications & Grout Injection Plan prepared by Geo-Tech contained in the Geotechnical Site Exploration Report (**See Clarifications**)
- ❖ Installing fifty-four (54) injection points estimated to be between 35' and 60' in depth
- ❖ Installing an estimated five hundred and fifty (550) to six hundred and fifty (650) cubic yards of grout

Our proposal includes the following:

- ❖ All labor, materials and equipment for the GI program as described herein
- ❖ Completion of our work within 2-3 weeks based on the estimated quantities

Our proposal excludes the following:

- ❖ Survey/layout of grout injection points
- ❖ Any required permits
- ❖ Clearing and grubbing of the site
- ❖ Locating, relocation, protection or removal of underground and overhead utilities
- ❖ Provision of a water source within 500 feet of our work area (hydrant meter and water cost by others)

- ❖ Preparation and maintenance of a firm, level, and dry work platform with adequate access and working space for our rigs and equipment
- ❖ Washout area for ready-mix grout trucks maintained by others
- ❖ Haul off and disposal of any grout waste
- ❖ Final grading, dressing and compaction of the site at the completion of our operations
- ❖ 3rd party monitoring and grout strength testing

Our quotation is:

Mobilization	\$1,500
Pipe Drilling (\$18/LF estimated 3,240 LF)	\$58,320
Compaction Grouting (\$205/CY estimated 650 CY)	\$133,250
P&P Bonds (1% of final contract)	<u>\$1,930</u>
Estimated Total (See Clarifications)	\$195,000

Clarifications:

Pipe Drilling and Compaction Grouting is performed on a unit price basis, the above quantities are directly from the bid form and the pricing is based on those quantities. Payment shall be made based on final quantities installed.

General Conditions:

- ❖ Our price does not include handling of any contaminated and/or hazardous substances
- ❖ Our offer is made on the basis that all of the work is undertaken in one mobilization without working restrictions connected with your field operations
- ❖ Our price does not include a payment or performance bond. A 100% payment and performance bond can be provided for an additional 1.0% of the contract amount
- ❖ Release of any retention (if any) no later than 2 months after completion of our work
- ❖ This proposal is conditioned upon negotiating a mutually acceptable contract and schedule and is valid for a period of 30 days.
- ❖ Standby rate is defined as anytime Earth Tech crews are on site and encounter work interruptions which are not the fault of and/or beyond the control of Earth Tech. Hourly basis at the standby rate of \$600 per hour. More than 4 hours is charged at the daily rate of \$4,800.00.

We appreciate the opportunity to provide this proposal to you and look forward to working with you on this project. Please feel free to contact us to discuss any questions you may have.

Sincerely,
EARTH TECH, LLC



Bryan P. Plaskett, EI
Assistant Project Manager

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Earth Tech, LLC 2620 Hunt Rd Land O Lakes, FL 34638	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

Umbrella is follow-form Primary policies.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535
 POLICY NUMBER: AEC 09139824-15 EFF DATE: 10/01/2021 EXP DATE: 10/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Umbrella Liability	Per Occurrence	\$5,000,000
	Aggregate	\$5,000,000
	Prod & Comp Ops Agg	\$5,000,000



Baltimore Branch
1954 Greenspring Drive, Suite 450
Timonium, MD 21093

Terry D. Shawkey
Telephone: 443.283.7892
E-Mail: terry.shawkey@alliant.com
Internet: www.cnasurety.com

May 10, 2022

Re: Surety Prequalification Letter

Contractor: Earth Tech (DE), LLC

To Whom It May Concern:

Western Surety Company, a corporation under the laws of the State of South Dakota, with an office and place of business located at 151 N. Franklin Street, Chicago, IL 60606, has the privilege of providing surety bonds for Earth Tech (DE), LLC. The available bonding capacity on individual projects is more than \$30,000,000 with an aggregate bonded surety program of \$300,000,000. The total capacity is currently available. There are no open bond claims.


In our opinion, Earth Tech (DE), LLC is one of the finest, best managed construction firms in the country. Earth Tech (DE), LLC has handled each of its projects in a professional manner and completed all satisfactorily.

We hope the above demonstrates our utmost confidence in Earth Tech (DE), LLC. We anticipate being able to issue any required bonds, subject to acceptable review of the contract documents and bond forms, financing, availability of reinsurance, and Earth Tech (DE), LLC continuing to satisfy other underwriting considerations at the time the bonds are requested.

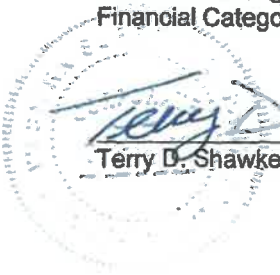
This letter is not an assumption of liability and is issued only as a reference request from our client.

Sincerely,

Western Surety Company
A.M. Best Rating A (Excellent)
Financial Category Size: XIV (\$1.5 Billion to \$2 Billion)



Terry D. Shawkey, Attorney-In-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Terry D Shawkey, Karen C Bowling, David C Moylan, Diana L Parker, Michele Alban, David Saul, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of September, 2021.



WESTERN SURETY COMPANY

Handwritten signature of Paul T. Brufat in black ink.

Paul T. Brufat, Vice President

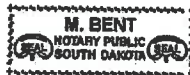
State of South Dakota }
County of Minnehaha }

ss

On this 9th day of September, 2021, before me personally came Paul T. Brufat, 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 the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Handwritten signature of M. Bent in black ink.

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of May, 2022.



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson in black ink.

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Grout Pinning
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Foundation Services of Central Florida, Inc.
 Contact Name: Robert Stephenson Title: General Manager
 Address: 4265 NW 44th Avenue
Ocala, Florida 34482
 Phone Number: (352) 622-9218 Fax: (352) 732-5459

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. <u>#1</u> Dated <u>5-19-2022</u>	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ 400.00	\$ 400.00
2.	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
3.	Pipe Drilling Grout Pipe 3240 L.F.	4,850	LF	\$ 18.00	\$ 58,320.00 87,300
4.	Compaction Grout	2,400 650	CY	\$ 235.00	\$ 152,750.00 564,000
5.	Payment and Performance Bonds	1	LS	\$ 2,000.00	\$ 2,000.00
6.	Indemnification	1	LS	\$ 100.00	\$ 100.00

TOTAL BASE BID: \$ 215,070.00 655,300

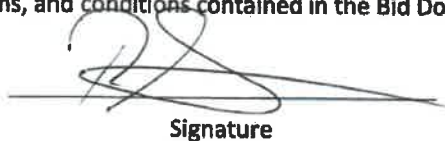
RED TEXT Based on Andrey'ev geotech report.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Two Hundred and Fifteen Thousand and Seventy Dollars with zero cents

Total Time to Complete Scope (Workdays) 3 Weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Robert Stephenson, General Manager 05-19-2022

Signature

Print Name / Title

Date

ADDENDUM #1

Bay Laurel Center
North Water Reclamation Facility Project

BID PACKAGE: ALL BID PACKAGES

THIS BID IS SUBMITTED TO: WHARTON-SMITH, INC.
CURTIS MATTE – SENIOR PROJECT MANAGER
WHARTON-SMITH, INC.
CMATTE@WHARTONSMITH.COM

LAST DAY FOR QUESTIONS 05/09/2022
BIDS DUE: 05/20/2022 at 5:00PM
Bids received late will not be reviewed after the bid date.

Please review Addendum No. 1 which is now incorporated as a formal bidding document and is to be incorporated into All Bid Packages as part of the Scope of Work. Any changes or additions that are included as part of this addendum are to be incorporated into your bid.

Grout Pinning:

1. Revised Bid Form modifying the following items:
 - a. Pipe Drilling – 3,240 FT

Bid Questions:

1. Reference attached bid questions and answer spreadsheet.

Structure Loading:

- Building 2 (Headworks): Walls and columns supported on a mat foundation / slab on grade and on spread footings.
 - Wall loads up to approximately 16.5k/ft at the tallest section.
 - Column loads up to approximately 43.5k
- Building 4 (Oxidation Ditch): Tank walls will be supported on a mat foundation.
 - Wall loads up to approximately 12.5k/ft at the tallest section.
 - Column loads up to approximately 252k
 - Uniform loading from liquid in the tank up to 1.05ksf
- Building 5 (MLSS Splitter): Tank walls will be supported on a mat foundation.
 - Wall loads up to approximately 2.6k/ft
 - Uniform loading from liquid in the tank up to 0.955ksf
- Building 6 (Clarifier): Tank walls will be supported on a mat foundation / slab on grade. Clarifier and frame will be supported on a spread footing.
 - Equipment and pedestal load at center of tank approximately 131k

- Wall loads up to approximately 4.5k/ft
- Uniform loading from liquid in the tank up to 1.1ksf

- **Building 8 (Filter Splitter): Tank walls will be supported on a mat foundation.**
 - Wall loads up to approximately 2k/ft
 - Uniform loading from liquid in the tank up to 0.64ksf

- **Building 10 (Chlorine Contact Basin): Tank walls will be supported on a mat foundation.**
 - Wall loads up to approximately 9.7k/ft
 - Uniform loading from liquid in the tank up to 1.1ksf

- **Building 15 (Digester): Tank walls will be supported on a mat foundation.**
 - Wall loads up to approximately 5.7k/ft
 - Uniform loading from liquid in the tank up to 1.1ksf

- **Building 23 (Influent Splitting Structure): Tank walls will be supported on a mat foundation.**
 - Wall loads up to approximately 4.1k/ft
 - Uniform loading from liquid in the tank up to 1.37ksf

END OF ADDENDUM #1



May 20, 2022

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

ATTENTION: Curtis Matte

REFERENCE: Compaction Grouting
Bay Laurel North WWTF
Ocala, Florida
Keller File No. OP0019301

Curtis:

Keller North America, Inc (Keller) is pleased to present this proposal for Compaction Grouting on the above referenced project.

This proposal is based upon the following:

1. Report of Geotechnical Exploration prepared by Geo-Tech, Inc dated April, 14 2022
2. Not including Davis Bacon wage rates, once received Keller will update the proposal pricing.

GROUTING PROGRAM

Keller has reviewed the information to provide a proposal for Compaction Grouting (CG) on the above referenced project. We understand the compaction grouting program should compact, plug, and minimize the possibility of future sinkhole formation within area of future construction. Keller has estimated approximately 650 cubic yards of grout and 3,240 linear feet of grout pipe installation.

COMPACTION GROUT WORK PLAN

Rotary flush drilling equipment will install a minimum nominal 73 mm diameter flush joint steel casing (grout pipe) at grout point locations as directed by the geotechnical engineer. The casing

Keller North America, Inc.
5461 W Waters Avenue, Suite 900
Tampa, FL 33634

t: 813-884-3441



Bay Laurel North WWTF
Ocala, FL

May 20, 2022

will extend to a refusal depth estimated to be 60' below existing grade. Drilling through limestone is not included.

The injection of compaction grout consists of pumping a low slump, sand-cement grout under pressure into the ground at grout injection points. The elevation of adjacent ground surfaces and structures are monitored by Keller during the grouting process.

The depth, location and pumping pressure of each grout point may be modified by the geotechnical engineer during grouting depending upon field conditions. Secondary grout pipes may be added at the geotechnical engineer's discretion based on the grout intake of the primary injection points.

SITE ACCESS

A brief site meeting prior to our mobilization will be necessary to clarify our access requirements and any potential problem areas.

SCHEDULE

Keller will require approximately 2-3 weeks to complete the full treatment pressure grouting program, depending on grout take and additional grouting points and volumes directed by the geotechnical engineer.

If Keller is directed to mobilize and perform the work in the absence of a fully executed contract, the conditions of this proposal shall govern, and this proposal shall become the contract until such time that a fully executed contract is in place. By proceeding, Keller will incur costs associated with off-site preparation and mobilization for which it is entitled to payment.

We have attached our schedule of prices and list of conditions herein. This letter and its attachments constitute Keller's proposal and will be made a part of any contract. The acceptance of the price of this Proposal shall evidence the concurrent acceptance of all terms and conditions recited herein or incorporated by reference. Any resulting contract will not include any other agreements or documents not specifically given to Keller and referenced herein.

We trust this proposal is of interest to you and we look forward to being of service. If we can be of any assistance in clarifying any points in this proposal, please contact us at (813) 884-3441.

Sincerely,
Keller North America, Inc.



Jared Horvitz, P.E.
Assistant Project Manager



Michael L. Smith, P.E.
Division Manager



Keller estimates performing the work described in the accompanying letter for the unit prices listed below. **It should be understood that final payment is determined upon ACTUAL quantities. The quantities are listed for proposal purposes only.**

ITEM NO.	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization/Demobilization of Compaction Grouting Crew and Equipment	1	L.S.	\$30,000	\$30,000
02	Grout Pipe Installation, (Including Redrills)	3,240	LF	\$25	\$81,000
03	Injected Compaction Grout	650	CY	\$250	\$162,500
04	Grout Delivered Not Installed	TBD	CY	\$250	
05	Standby Due to Material Supply Issues >4 hrs/day	TBD	Day	\$7,500	

ESTIMATED TOTAL: **\$273,500**

UNIT PRICES:

1. Payment and performance bonds: 1.2%
2. Remobilization of Keller's equipment and personnel: \$30,000.
3. Standby of Keller's equipment and personnel: \$750/hour or \$7,500 per day.
4. Survey and Layout of compaction grouting locations (if required): \$ 7,500.

Material:

The prices of materials and delivery contained in this bid or contract are those in effect as of 5/18/2022 ; Keller shall be reimbursed for all increases in the cost of material or delivery as of the date of installation plus 15% overhead and profit.

Keller has not included the following items and will require these to be provided/performed by others:

1. The site is stripped, cleared, and grubbed by others with a firm, level platform provided for Keller's work.
2. The general contractor shall provide safe, uninterrupted access for Keller's and its suppliers' equipment and material trucks operating under their own power.
3. The CG process will create a significant amount of surface water and deposit fines on the surface. Keller will divert the water, but Keller will not construct or provide temporary ditches, berms, labor, and pumps which may be required to control the water.
4. **Location, protection relocation or removal of any conflicting utilities or structures.** All work must be 20 feet from existing power lines.
5. Protection of existing structures. In the event vibrations exceed tolerable limits, Keller will move to a different area of the site to allow the project team to determine the appropriate course of action.
6. Layout of compaction grouting locations as indicated in Keller's shop drawings.
7. A 2-inch water source providing approximately 100 gpm adjacent to the project site.



8. Any required 3rd party testing and inspection including monitoring of the CG work, Heave Monitoring, Vibration Monitoring, Preconstruction Surveys and Compressive Testing of grout samples.
9. Load Test, Standard Penetration Tests (SPT) or Cone Penetration Tests (CPT), if required, to measure the improvement of the clean granular soils.
10. Following the completion of the CG, the site will require regrading and surface compaction and restoration.
11. Drill and grout spoil cleanup and site restoration following completion of CG operations
12. Proposal valid for 30 days

SPECIFIC TERMS AND CONDITIONS

The following facilities and services are to be provided to Keller by others free of all costs to Keller:

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and working platforms suitable for Keller equipment moving under its own power. Access includes adequate ramps at suitable levels and should be available at the time and to the extent necessary to suit Keller's operations.

Sequence: Work is to be made available in a sequence that will enable Keller to work efficiently and systematically without restriction.

Progression of the Work: Keller's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Saturday, in a single uninterrupted visit to the site. Keller reserves the right to work overtime or weekends at Keller's own discretion without incurring charges for inspection, site overhead or other consequential charges. In the event that Keller's work is interrupted for any reason beyond our control Keller shall be compensated at the rate of \$7,500 per shift, or \$750 per hour for standby of the crew and equipment.

Site Preparation and Maintenance: Removal of all surface or subsurface topsoil, brush, organic material and other unacceptable material in accordance with the requirements of the contract documents.

Removal of any surface or subsurface obstructions including ripping of all hard pan, asphalt, etc., to allow penetration of the vibrator.

Rough grading of the site prior to treatment and any grading necessary during treatment to permit movement of Keller's cranes. Working areas will be level to within one percent, and this may require excavation, provision and placing of fill to proper levels of compaction.

Provision and placement of fill material necessary to restore site to required grade after the site has been lowered as a result of the densification operation.

Re-compaction of the upper one to two feet of loose surface material following general grading after the installation of the ground modification system.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to Keller's operations.

Site Work: The work under this proposal does not include any excavation, grading or sealing work required on the site to establish a working platform or to restore the site to the original or finished grade. All such work is to be furnished by others in a timely manner, so as not to impede the progress of the work or cause damage to the finished work.

Excavation and Spoil Removal: All necessary excavation and disposal, including removal of solid and liquid waste materials resulting from the work.

Support of Adjacent Ground Structure: Any necessary additional protection of existing structures, utilities, or roadways which may be affected by Keller's work.

Traffic Control: All pedestrian and vehicular traffic control including signs and barricades, if and when required.

Utilities: Location of utilities is not included in the scope of work of Keller. The Owner or Contractor is obligated to ensure that all utilities are properly located including the proper notification of any utility locating service applicable to the work. Furthermore, it is possible that damage may occur as a result of heave or settlement caused by our work due to the unforeseeable condition of the ground or utility. For this reason, Keller cannot accept responsibility for damages thus caused.



Bay Laurel North WWTF
Ocala, FL

May 20, 2022

Layout: Survey and field layout of all necessary lines and grades from which Keller's work can be established. Any post-construction survey of the work shall also be performed.

Engineering: All plans, specifications and designs necessary for the work.

Permits and Easements: All site permits and easements required to legally perform the work.

Water Supply: Adequate supply of clean fresh potable water supplied to within 200 feet of Keller's operations at the rate of 100 gpm at 75 psi.

Sanitary Facilities: On-site sanitary facilities for the use of Keller employees.

Security: Site security during nights and weekends.

Site Yard: An area shall be provided on-site, adjacent to the work, for Keller's equipment, storage yard, workshop, and site office(s).

Union Manning: Labor to comply with union requirements on Keller operations other than those specifically discussed in the proposal.

Labor Affiliations: This proposal is made with the understanding that Keller will employ open shop labor. In the event that union labor must be used the client will pay for any cost differential.

Vibration Liability: Keller cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Keller requires that the Owner/General Contractor indemnify Keller against any and all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Hazardous Material: In the event that Keller encounters any hazardous material on the site, which has not been rendered harmless, Keller shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless Keller, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

The following additional terms and conditions will apply to the proposed work:

Liquidated Damages: The Owner or Contractor shall not be entitled to any liquidated damage, delay damage or other time related penalties arising from the work.

Bonds: The cost of a bond premium is not included in the contract price. Keller will furnish a Payment and Performance Bond at our cost, if desired. Payment for any bonds furnished by Keller will be invoiced separately at the time such bonds are furnished.

Confidentiality: All specifications, drawings, price and technical data submitted by Keller are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of Keller. Such information shall remain Keller's property and be returned to Keller upon demand.

Period of Acceptance: This Proposal is offered for acceptance for a period of 30 days.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of Keller.

GENERAL TERMS AND CONDITIONS

Payment Terms: Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date.



All other amounts due, including retention (if any), will be paid in full within 45 days of substantial completion of Keller's work, regardless of the anticipated project completion date.

An interest charge of 1-1/2% percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorneys' fees and court costs, will be added to unpaid invoice amount.

Changed Conditions: Notwithstanding all clauses of this contract, if Keller, during its work, encounters 1) subsurface or latent physical conditions which differ from those indicated in this Agreement, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then Keller shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Insurance: Keller will provide the following insurances within limits as shown.

Comprehensive General Liability: (Combined Single Limit, Bodily Injury and Property Damage)	\$1,000,000.00
Automobile Liability: (Combined Single Limit, Bodily Injury and Property Damage)	\$1,000,000.00
Workman's Compensation:	Statutory

Force Majeure: Keller cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond Keller control.

Limitation of Liability: We will perform the work in a professional manner in cooperation with soils engineer. However, we cannot accept liability on any further damage to the structure, landscaping, utilities, french drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal performance of the work. All utilities and other services left in place shall be located, exposed, and shown to our on site representative prior to commencement of work.

Liability: No liability can be accepted by Keller, nor shall Keller accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside Keller's immediate control or knowledge, or for any fault in the junction between Keller's work and subsequent work carried out by others.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, Keller shall indemnify and insure the Owner and/or Contractor from and against all claims, damages, losses, and expenses, but only to the extent of the negligence of Keller, and provided that any such claim, damage, loss or expense is attributable to (1) bodily injury, sickness, disease or death, or to (2) the injury to or destruction of tangible property (other than the work itself) and only to the extent such claim is covered under the Commercial General Liability Policy of Keller.

Standard Construction Contracts: As an alternate to accepting Keller's proposal as the contract document, Keller considers the "Standard Form Construction Contract" as prepared jointly by AGC, ASA and the ASC, 1994 Edition to be balanced and fair to all parties. Such contract, with no changes to the standard text thereof, along with this proposal and the specific documents herein, could form the contract for the work herein proposed. Any other contract form will require our review. Where incorporated into a contract, this proposal shall supercede all conflicting terms of such a contract.

Material Escalation and Deliveries: Keller's proposed price for this project has been calculated based on the current prices for concrete. However, the market for concrete industry wide is volatile, and sudden price increases and/or delivery shortages could occur. Keller agrees to use its best efforts to obtain the lowest possible prices from available concrete suppliers but cannot guarantee pricing and/or delivery dates. Accordingly, should there be a delivery delay and/or increase in the prices of concrete that is purchased after execution of a Subcontract for use in this Project, the Contractor/Client agrees to pay that cost increase to Keller, and afford equitable schedule relief for any such delivery delays. Any claim by Keller for payment of a cost increase, as provided above, shall require written notice delivered by Keller to the Contractor stating the increased cost and the source of supply, supported by invoices or bills of sale (or notice of delay in delivery, as applicable).



SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Grout Pinning
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: KELLER NORTH AMERICA, INC
 Contact Name: JARED HORVITZ Title: ASSISTANT PROJECT MANAGER
 Address: 5461 WEST WATERS AVE SUITE 900
TAMPA, FL 33634
 Phone Number: 813-884-3441 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Licenses | <input checked="" type="checkbox"/> Clarifications SEE ATTACHED PROPOSAL |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 5/18/2022 No. _____ Dated _____
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement. MATERIAL ESCALATIONS CLAUSE IN ATTACHED PROPOSAL
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
 DAVIS BACON WAGES WERE NOT PROVIDED AT BID TIME SO WAGES WERE NOT ACCOUNTED FOR IN BID

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ _____	\$ _____
2.	Mobilization	1	LS	\$ <u>30,000</u>	\$ <u>30,000</u>
3.	Pipe Drilling	4,850	LF	\$ <u>25</u>	\$ <u>81,000</u> 121,250
4.	Compaction Grout	2,400	CY	\$ <u>250</u>	\$ <u>162,500</u> 600,000
5.	Payment and Performance Bonds	1	LS	\$ <u>1.2%</u>	\$ <u>3,282</u>
6.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>

TOTAL BASE BID:

 \$ 276,782.00 **754,632**
RED TEXT Based on Andrey'ev geotech report.
(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

TWO HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED EIGHTY TWO DOLLARS

Total Time to Complete Scope (Workdays)
18 WEEKS

 FINAL DURATION IS DEPENDENT ON
 THE GROUT TAKES

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Jared Horvitz
 C=US,
 E=JSHorvitz@Keller-NA.com,
 O=Keller, OU=North America,
 CN=Jared Horvitz
 2022.05.20 10:55:51-0400'

JARED HORVITZ, APM
5/20/2022

Signature

Print Name / Title

Date

BID FORM

Project: Bay Laurel North WRF
 Bid Package: RIB Pond
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Flann William Doreen Service, Inc
 Contact Name: A. Frank Lausberry Title: Project Manager
 Address: 14712 Hwy Rd
Spring Hill FL 33610
 Phone Number: 727-992-7157 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. <u>1</u> Dated _____	No. _____ Dated _____
No. <u>2</u> Dated _____	No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

BID FORM

Project: Bay Laurel North WRF
 Bid Package: Sitework Installer
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Ciraco Underground, Inc.
 Contact Name: Scott O'Neal Title: Project Manager
 Address: P.O. Box 1017
Bellevue, FL 34421
 Phone Number: 352-347-2035 Fax: 352-347-2392

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input checked="" type="checkbox"/> Licenses | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 5/20/22 No. _____ Dated _____

No. 2 Dated 5/25/22 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. Owner reserves the right to evaluate award of scope based on individual line items listed below in addition to total base bid amount.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ 1,000.00	\$ 1,000.00
2.	Mobilization	1	LS	\$ 29,000.00	\$ 29,000.00
3.	Erosion Control	1	LS	\$ No Bid	\$ No Bid
4.	Sitework Mass Grading	1	LS	\$ No Bid	\$ No Bid
5.	Storm System	1	LS	\$ 246,761.75	\$ 246,761.75
6.	Access Road	1	LS	\$ 220,996.62	\$ 220,996.62
7.	Payment & Performance Bonds	1	LS	\$ 6,000.00	\$ 6,000.00
8.	Indemnification	1	LS	\$ 100.00	\$ 100.00
TOTAL BASE BID:					\$ 503,858.37

Five Hundred Three Thousand Eight Hundred Fifty Eight Dollars and Thirty Seven Cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

10% added for inflation and construction to occur in 2024 \$326,461.52

Alternate #1 – Cut Base, Asphalt, Curbing

\$ 296,783.20


Includes finishing limerock, asphalt paving, striping/signage, cleaning/video of storm system

No curbing shown on plan or detail sheet

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery from Written Release
1.	Submittals Complete	<u>5</u>
2.	Storm Structures and Pipe	<u>90</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. **Exceptions or exclusions must be noted below.**



Signature

Justin Ciraco/Vice President 6/8/22
Print Name / Title Date

Exclusions

1. Erosion Control
2. Sitework Mass Grading

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY EXCAVATION TECHNOLOGIST IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: **1224975**

EXPIRATION DATE: **AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301		CONTACT NAME: Brenda Bouchard AAJ, CPIW	
		PHONE (A/C No. Ext): (352) 732-5010	FAX (A/C No.): (352) 732-8344
		E-MAIL ADDRESS: brenda.bouchard@bbocais.com	
Class	FL 34471	INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: National Trust Insurance Company	NAIC # 20141
		INSURER B: FCCI Insurance Company	10178
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 21-22** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	PROD/INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC OTHER:		GL10006099002	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA10005100002	08/07/2021	08/07/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ <input checked="" type="checkbox"/> RETENTION \$ 0		UMB100061002	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCO10005881802	08/07/2021	08/07/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment		CM10005099002	08/07/2021	08/07/2022	Limit \$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
" For Bidding Purposes"

CERTIFICATE HOLDER	CANCELLATION
Ciraco Underground, Inc. P. O. Box 1017 Belleview FL 34421-1017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

Sterling Seacrest Pritchard

3111 West Dr Martin Luther King Jr Boulevard
Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sterlingseacrest.com

March 14, 2022

Wharton-Smith, Inc.

**RE: Ciraco Underground, Inc.
Status of Bondability**

To Whom It May Concern:

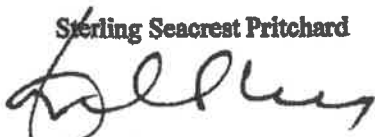
Sterling Seacrest Pritchard is proud to represent Ciraco Underground, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++⁺, XV" and provides a bonding program to Ciraco Underground, Inc. with single bond limits up to \$10,000,000 and an aggregate program of \$20,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard



James C. Congelio



ADDENDUM #2

Bay Laurel Center
North Water Reclamation Facility Project

BID PACKAGE:

SITework

THIS BID IS SUBMITTED TO:

WHARTON-SMITH, INC.
CURTIS MATTE – SENIOR PROJECT MANAGER
WHARTON-SMITH, INC.
CMATTE@WHARTONSMITH.COM

LAST DAY FOR QUESTIONS
BIDS DUE:

06/01/2022
06/08/2022 at 5:00PM
Bids received late will not be reviewed after the bid date.

Please review Addendum No. 2 which is now incorporated as a formal bidding document and is to be incorporated into All Bid Packages as part of the Scope of Work. Any changes or additions that are included as part of this addendum are to be incorporated into your bid.

Sitework:

1. Bid date has been extended to Wednesday, 06/08/2022, at 5:00PM.
2. Revised bid form attached.

END OF ADDENDUM #2

BID FORM

Project: Bay Laurel North WRF
 Bid Package: Sitework Installer
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Earthmovers Inc
 Contact Name: Donlad Lee Title: President
 Address: 5605 N US Highway 441
Ocala, FL 34475
 Phone Number: 352-236-1400 Fax: 352-236-1454

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated _____ No. _____ Dated _____

No. 2 Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. Owner reserves the right to evaluate award of scope based on individual line items listed below in addition to total base bid amount.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ <u>4,500</u>	\$ <u>4,500</u>
2.	Mobilization	1	LS	\$ <u>45,700</u>	\$ <u>45,700</u>
3.	Erosion Control	1	LS	\$ <u>55,120</u>	\$ <u>55,120</u>
4.	Sitework Mass Grading	1	LS	\$ <u>977,527</u>	\$ <u>977,527</u>
5.	Storm System	1	LS	\$ <u>320,005</u>	\$ <u>320,005</u>
6.	Access Road	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
7.	Payment & Performance Bonds	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
8.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
TOTAL BASE BID:					\$ <u>1,403,942</u> \$1,082,947.00

~~One Million, four hundred three thousand, nine hundred forty two dollars.~~

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – Cut Base, Asphalt, Curbing

Asphalt \$ 267,863
 Base \$ 197,586

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery from Written Release
1.	Submittals Complete	<u>3 weeks</u>
2.	Storm Structures and Pipe	<u>8 weeks</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. **Exceptions or exclusions must be noted below.**



Signature

Donald E Lee - President

Print Name / Title

6/8/2022

Date

ADDENDUM #2

Bay Laurel Center
North Water Reclamation Facility Project

BID PACKAGE: **SITework**

THIS BID IS SUBMITTED TO: **WHARTON-SMITH, INC.**
CURTIS MATTE – SENIOR PROJECT MANAGER
WHARTON-SMITH, INC.
CMATTE@WHARTONSMITH.COM

LAST DAY FOR QUESTIONS **06/01/2022**
BIDS DUE: **06/08/2022 at 5:00PM**
~~**Bids received late will not be reviewed after the bid date.**~~

Please review Addendum No. 2 which is now incorporated as a formal bidding document and is to be incorporated into All Bid Packages as part of the Scope of Work. Any changes or additions that are included as part of this addendum are to be incorporated into your bid.

Sitework:

1. Bid date has been extended to Wednesday, 06/08/2022, at 5:00PM.
2. Revised bid form attached.

END OF ADDENDUM #2

BID FORM

Project: Bay Laurel North WRF
 Bid Package: Sitework Installer
 To: Curtis Matte -- Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Harty Tractor Services, Inc.
 Contact Name: Griffin Armstrong Title: Estimator
 Address: 924 E Rhode Island Avenue
Orange City, FL 32763
 Phone Number: (386) 490-1405 Fax: (386) 775-3799

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 5/20/22 No. _____ Dated _____
 No. 2 Dated 5/25/22 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. Owner reserves the right to evaluate award of scope based on individual line items listed below in addition to total base bid amount.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ _____	\$ _____
2.	Mobilization	1	LS	\$ 54,000	\$ 54,000
3.	Erosion Control	1	LS	\$ 107,384	\$ 107,384
4.	Sitework Mass Grading	1	LS	\$ 1,615,653	\$ 1,615,653
5.	Storm System	1	LS	\$ 359,437	\$ 359,437
6.	Access Road	1	LS	\$ 610,502	\$ 610,502
7.	Payment & Performance Bonds	1	LS	\$ _____	\$ _____
8.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				TOTAL BASE BID:	\$ 2,747,076

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – Cut Base, Asphalt, Curbing

\$ _____

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery from Written Release
1.	Submittals Complete	<u>4 weeks</u>
2.	Storm Structures and Pipe	<u>10-12 weeks</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. Exceptions or exclusions must be noted below.


SignatureGriffin Armstrong / Estimator
Print Name / Title6/10/22
Date

BID FORM

Project: Bay Laurel North WRF
 Bid Package: Sitework Installer
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: Southern Development & Construction Inc
 Contact Name: Shane Cox Title: VP Estimating
 Address: 2544 Connection Point Oviedo, FL 32765
 Phone Number: 321-251-0535 Fax: 866-332-8272

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input checked="" type="checkbox"/> Licenses | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 5-20-2022 No. _____ Dated _____

No. 2 Dated 5-25-2022 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of ~~one hundred and eighty (180)~~ ^{60 Days} days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.
9. Owner reserves the right to evaluate award of scope based on individual line items listed below in addition to total base bid amount.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ <u>14,700.00</u>	\$ <u>14,700.00</u>
2.	Mobilization	1	LS	\$ <u>339,312.00</u>	\$ <u>339,312.00</u>
3.	Erosion Control	1	LS	\$ <u>97,000.00</u>	\$ <u>97,000.00</u>
4.	Sitework Mass Grading	1	LS	\$ <u>881,450.00</u>	\$ <u>881,450.00</u>
5.	Storm System	1	LS	\$ <u>490,925.00</u>	\$ <u>490,925.00</u>
6.	Access Road	1	LS	\$ <u>489,520.00</u>	\$ <u>489,520.00</u>
7.	Payment & Performance Bonds	1	LS	\$ <u>22,000.00</u>	\$ <u>22,000.00</u>
8.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
TOTAL BASE BID:					\$ <u>2,335,007.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – Cut Base, Asphalt, Curbing \$ 812,593.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery from Written Release
1.	Submittals Complete	<u>21 cd</u>
2.	Storm Structures and Pipe	<u>140 cd</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. **Exceptions or exclusions must be noted below.**



Signature

Shane R. Cox, VP Estimating

Print Name / Title

6-6-2022

Date

Pricing for Alternate #1 is base on today's market pricing and subject to revisions once a schedule is established.

Base bid is all inclusive

Pricing based on off - road fuel of \$ 5.00 / gallon



Bay Laurel Center North Water Reclamation Facility



Kimley»»Horn

Grout Pinning Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued April 29th, 2022



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Provide the labor, material, and services necessary to perform the Scope of Work generally described as **Grout Pinning**. Goods and Services are to be provided complete as described in the referenced Contract Documents. The Scope of Work shall specifically include, but is not limited to, the following specifications:

Furnish and Install per Plans and Specifications for the above referenced project

All materials to be delivered or shipped to:

Bay Laurel North WRF
8470 SW 79th St Rd,
Ocala, FL 34481

6.1 WORK OVERVIEW

6.1.1 Furnish all labor, equipment, material, Subcontracts, and supervision to perform the Pressure Injection Grouting Package (as outlined below). The scope of work shall be in accordance with the Project Plans, Specifications, and the geotechnical study provided by Geo-Tech. Inc, and referenced here-in, to include the following:

A. Grout Injection:

- a) Subcontractor is to provide and install fifty-four (54) injection points that are estimated to be between 35' and 60' in depth.
 - (i) Reference Table 4 Grout Injection Pipe Installation Depths
 - (ii) Nine (9) injection points in a 10'x10' grid centered to each bore point.
 - i. Structure 4 Oxidation Ditch – B44
 - ii. Structure 6 Clarifier– B-21
 - iii. Structure 9 Filters– B-15
 - iv. Structure 11 Reclaimed Ground Storage Tank– B-33
 - v. Structure 12 Future Reclaimed Ground Storage Tank– B-27 and B-28
 - b) Grout quantities are estimated at five hundred and fifty (550) to six hundred and fifty (650) cubic yards and billed based upon actual quantities installed.
 - c) Grout pipes are to be minimum of 2" internal diameter and maximum of 4" interior diameter.
 - d) Injection points are to be installed to a depth sufficient to encounter refusal as determined by the onsite monitor. This depth is anticipated to be between 35' and 60' but may vary. The injection points will be invoiced based on the LF of injection casing regardless of the quantity and location of injection points.
- B. Subcontractor is responsible to provide the grout mixture as shown in the report located in Appendix I.
- C. Subcontractor is responsible for site investigation and performing exploratory digging prior to performing any excavations or installing any materials.

6.1.2 General Installation Notes

- A. Subcontractor shall be responsible for cleaning its trucks before leaving the site in order to keep the main roads and other public roads clean and free of mud and concrete from the site. A clean water source is provided by others. Grout pinning installer to provide generator and fuel to run on site well.
- B. Subcontractor is to follow direction of the field monitor provided by others, pending the direction does not carry cost and/or schedule impacts. Any changes to cost or schedule are to be brought to the attention of the Construction Manager.
- C. Furnish all heavy equipment to complete the scope of Work. This includes cranes (with operator), backhoes, excavators, man lifts, plate compactors, pump trucks, etc
- D. In the event work is halted due to issues with equipment or materials being furnished by Subcontractor, the on-site time for the on-site monitor shall be reimbursed to the Construction Manager/Owner.
- E. Subcontractor to supply all needed washout dumpsters throughout their work.
- F. Minimum two (2) spill kits must be on site at the time of pumping.
- G. Any and all bentonite disposal is the responsibility of the Grout Pinning contractor.

6.2 GENERAL REQUIREMENTS

- 6.2.1 The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
- 6.2.2 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.2.3 This is a lump sum agreement, including all freight, taxes, and fees. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.2.4 No escalation is permitted, pricing shall remain firm through project duration.
- 6.2.5 OSHA and the Construction Manager safety standards shall be followed at all times.
- 6.2.6 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.2.7 Scope of Work shall follow all Federal, State and Local Codes.
- 6.2.8 Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- 6.2.9 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.

6.3 PROJECT SCHEDULE

- 6.3.1 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.
- 6.3.2 CMAR observes seven (7) holidays per year. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. Observance of these holidays shall not be a justification for an extension of time for Subcontractor. Additionally, Subcontractor may observe additional holidays if desired, but any impacts to the project schedule, and associated costs, will be Subcontractor's responsibility.
- 6.3.3 Subcontractor shall sufficiently staff the job so that overtime work is not required. In the event that overtime work is required, requests for overtime work will be made by Subcontractor to CMAR at least one (1) week in advance.
- 6.3.4 Delays to Subcontractor's work by others will not be justification for additional compensation if Subcontractor has other work available at the jobsite while mobilized.
- 6.3.5 Multiple mobilizations will be required.
- 6.3.6 The Subcontractor will be responsible for all CMAR extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.

6.4 SUBMITTAL REQUIREMENTS

- 6.4.1 A Site-Specific safety manual must be provided prior to starting work.
- 6.4.2 All submittals shall be provided per the requirements of the specification sections..
- 6.4.3 All submittals which have any deviation shall be supplied with a letter addressing all deviations
- 6.4.4 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal Title
 - C. Relevant Specification Sections
 - D. Vendor's contact information
 - E. Manufacturer's contact information.
- 6.4.5 Resubmittals are due within ten (10) days from receipt of comments.
- 6.4.6 The Subcontractor may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.
- 6.4.7 It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate regarding the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. The Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement
- 6.4.8 Subcontractor is to submit a field report that contains the drilling depth and grout quantity at each grout injection point. As part of the field report, the Subcontractor is to submit concrete truck tickets that confirm the overall grout quantity.

- i) Drilling reports shall include at least the following information: name of driller, type of drill and method being used, date started, date completed, location of hole, type and depth of materials encountered, and any notations regarding abnormalities such as unexpected difficult drilling, etc.

6.5 REPORTING

- 6.5.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.
- 6.5.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.
- 6.5.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.6 FIELD & MANAGEMENT SERVICES

- 6.6.1 Subcontractor shall provide full time onsite supervision at all times that work is being performed under this contract. In the event that Subcontractor fails to do so, CMAR will provide supervision and all costs will be back charged to the Subcontractor. Subcontractor superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or CMAR.
- 6.6.2 Subcontractor shall provide a dedicated project manager for the project. Project manager shall remain actively involved in the project. Project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.6.3 Subcontractor will coordinate with CMAR and other project contractors as necessary to facilitate a proper installation

6.7 TECHNICAL QUALIFICATIONS STATEMENT

- 6.7.1 This subcontract is contingent upon approval of submittals by the Engineer of Record in accordance with contract documents referenced here-in. Any work or fabrication performed without approved submittals will be at the sole risk of the Subcontractor unless directed by Wharton-Smith, Inc. otherwise in writing.
- 6.7.2 All work shall be performed in accordance with the project plans and specifications, Bay Laurel Center CDD regulations, any/all pertinent building codes (such as any UL requirements), and OSHA regulations, without exception.
- 6.7.3 This agreement shall be considered lump sum based on the quantities shown on the contract documents or quantities indicated in subsections of this agreement.

6.8 CONTRACT PLANS, SPECIFICATIONS, AND ADDENDA

- 6.8.1 A complete set of Project Plans, Specifications and Addenda as prepared by Kimley-Horn is being provided for coordination of your work including Division 1, General Requirements, of the contract between the Owner and Wharton-Smith, Inc., the conditions of which must abide.

6.9 DOMESTIC PREFERENCES FOR PROCUREMENT

- 6.9.1 The recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

6.10 DAVIS-BACON WAGES AND CERTIFIED PAYROLL

- 6.10.1 As indicated in the Contract Documents, this Project has Davis-Bacon and Certified Payroll requirements outlined in the contract specifications. The Subcontractor must abide by the requirements set forth in the Contract Documents. Complete certified payroll for the previous month will be required prior to acceptance of monthly application for payment.

6.11 INSURANCE

- 6.11.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements outlined within Article 10 of this Subcontract and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.11.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.
- 6.11.3 Subcontractor is required to comply with Wharton-Smith, Inc. Insurance policies.
- 6.11.4 Please reference the attached insurance sample for the minimum requirements.
- 6.11.5 Subcontractors who do not meet these minimums will be allowed to bid. A line has been provided on the bid form for bidders to state the cost of bringing insurance up to the stated minimums. If a bidder uses "leased employees" they shall provide the cost to provide their own workers comp insurance for this project on the provided line.

END OF SECTION

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Grout Pinning
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: _____
 Contact Name: _____ Title: _____
 Address: _____

 Phone Number: _____ Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Clarifications |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.



Bay Laurel Center North Water Reclamation Facility



Kimley»»Horn

Prestressed Tanks Package Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued June 17th, 2022



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal. The outlined scopes herein are not intended to detail the complete scope of the Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scope and requirements.

Provide the labor, material, and services necessary to perform the Scope of Work generally described as **Prestressed Tank Package**. Goods and Services are to be provided complete as described in the referenced Contract Documents. The Scope of Work shall specifically include, but is not limited to, the following specifications:

13200 -AWWA D110 Wire Wrapped Prestressed Concrete Tank

Furnish and Install per Plans and Specifications for the above referenced project

All materials to be delivered or shipped to:
Bay Laurel North WRF
8470 SW 79th St Rd,
Ocala, FL 34481

6.1 WORK OVERVIEW

6.1.1 Scope of Work includes all labor, equipment, and material for the complete installation of the **Prestressed Concrete Tanks** package as required by the plans and specs:

- A. Design and construct one (1) 6.5MG reclaimed prestressed circular concrete tank with a dome as shown in drawings and per the requirements of specification section 13200 that includes but is not limited to the following accessories:
 - a.) Cast-in-place concrete floor
 - b.) Prestressed composite wall with steel diaphragm
 - c.) Clear span dome roof
 - d.) Exterior aluminum access ladder(s)
 - e.) Supports for exterior aluminum ladder
 - f.) Liquid level indicator
 - g.) Interior fiberglass ladder
 - h.) Center vent
 - i.) Off center vent
 - j.) Roof hatches
 - k.) Wall Manways
 - l.) Furnish and install all interior tank flange piping, fittings, and hardware. Coating of all interior piping is included.
 - m.) Precast concrete overflows sized for a 6.5-million-gallon tank volume with a positive slope between each overflow
 - n.) Fall Protection System
 - o.) Liquid level indicators

- p.) Prestressed concrete tank to be designed by a Professional Structural Engineer registered in the State of Florida with a minimum of 5 years of experience in the design of prestressed concrete tanks and provided signed & sealed shop drawings.
- B. Design and construct one (1) 500,000 gallon prestressed circular concrete equalization basin as shown in drawings and per the requirements of specification section 13200 that includes but is not limited to the following accessories:
 - a.) Cast-in-place concrete floor, sloped per requirements
 - b.) Prestressed composite wall with steel diaphragm
 - c.) Liquid level indicator
 - d.) Wall Manway(s)
 - e.) Furnish and install all wall pipes required.
 - f.) Fall Protection System
 - g.) EQ basin shall be designed by a Professional Structural Engineer registered in the State of Florida with a minimum of 5 years of experience in the design of prestressed concrete basins and provided signed & sealed shop drawings.

6.1.2 General Installation Notes

- A. All in and under piping to be furnished and installed by others.
- B. Accessories to comply with the drawings as well as specification section 13200.
- C. Prepare interior and exterior concrete surfaces as required in specification section 13200.
- D. Construct a parapet wall of reinforced concrete as shown in the drawings
- E. Fine grading of tank pads is the responsibility of the subcontract. Subgrade of both tanks to be within +/- .1'
- F. Perform leakage testing in accordance with Division 01 and AWWA D110 after the tank is certified by the tank manufacturer. Water for leak testing will be at no cost to the subcontractor. Any remediation required during or upon completion of leak testing is included.
- G. Wharton-Smith will facilitate the operations of moving leak testing water.
- H. It will be the responsibility of the Subcontractor to stabilize outside the perimeter of the tank for concrete trucks and equipment necessary to complete tank construction.
- I. It will be the responsibility of the Subcontractor to remove concrete rebound from the site.
- J. The Subcontractor will be responsible to provide all dumpsters and portable toilets necessary.
- K. Temporary power sufficient for the ground storage tank construction is not available in that area. The Subcontractor will be responsible for providing sufficient quantity of temporary generators to facilitate construction of the tanks.

6.2 GENERAL REQUIREMENTS

- 6.2.1 The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
- 6.2.2 Provide all management necessary to adequately support field activities and maintain Project Schedule.

- 6.2.3 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.2.4 This is a lump sum agreement, including all freight, taxes, and fees. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.2.5 No escalation is permitted, pricing shall remain firm through project duration.
- 6.2.6 OSHA and the Construction Manager safety standards shall be followed at all times.
- 6.2.7 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.2.8 Scope of Work shall follow all Federal, State and Local Codes.
- 6.2.9 Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- 6.2.10 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.

6.3 PROJECT SCHEDULE

- 6.3.1 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.
- 6.3.2 CMAR observes seven (7) holidays per year. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. Observance of these holidays shall not be a justification for an extension of time for Subcontractor. Additionally, Subcontractor may observe additional holidays if desired, but any impacts to the project schedule, and associated costs, will be Subcontractor's responsibility.
- 6.3.3 Subcontractor shall sufficiently staff the job so that overtime work is not required. In the event that overtime work is required, requests for overtime work will be made by Subcontractor to CMAR at least one (1) week in advance.
- 6.3.4 Delays to Subcontractor's work by others will not be justification for additional compensation if Subcontractor has other work available at the jobsite while mobilized.
- 6.3.5 Multiple mobilizations will be required.
- 6.3.6 The Subcontractor will be responsible for all CMAR extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.

6.4 SUBMITTAL REQUIREMENTS

- 6.4.1 A site-specific safety manual must be provided prior to starting work.

- 6.4.2 The Subcontractor shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Vendor shall provide a list of anticipated submittals for the Scope of Work. The Vendor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.4.3 All submittals which have any deviations shall be supplied with a letter addressing all deviations.
- 6.4.4 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal title
 - C. Vendor's contact information
 - D. Manufacturer's contact information.
- 6.4.5 It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate regarding the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. The Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.4.6 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
 - A. Complete model number
 - B. The tag number of each per the Contract Documents (if applicable)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.4.7 Revised submittals are due no later than ten (10) business days after receipt of comments. Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.4.8 The Subcontractor may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.
- 6.4.9 The Subcontractor shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.4.10 Shop Drawings Technical etc. – Furnish one (1) copies of appropriate shop drawings & technical data for approval no later than the duration provided on the bid form.
- 6.4.11 Submit dimensional drawings, catalog data and detail drawings, electrical drawings, curves, calculations, motor data and copies of all factory and performance tests as required by the specifications.
- 6.4.12 All Certifications and Reports as required.
- 6.4.13 Submittals shall be submitted, fully reviewed, by the supplier/Subcontractor. Each submittal shall include, up front, a copy of the specification section with each item clearly marked indicated full compliance with the specifications. Any deviations must be clearly marked and explained.

6.5 REPORTING

- 6.5.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.
- 6.5.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.
- 6.5.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.6 FIELD & MANAGEMENT SERVICES

- 6.6.1 Subcontractor shall provide full time onsite supervision at all times that work is being performed under this contract. In the event that Subcontractor fails to do so, CMAR will provide supervision and all costs will be back charged to the Subcontractor. Subcontractor superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or CMAR.
- 6.6.2 Subcontractor shall provide a dedicated project manager for the project. Project manager shall remain actively involved in the project. Project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.6.3 Subcontractor will coordinate with CMAR and other project contractors as necessary to facilitate a proper installation

6.7 TECHNICAL QUALIFICATIONS STATEMENT

- 6.7.1 This subcontract is contingent upon approval of submittals by the Engineer of Record in accordance with contract documents referenced here-in. Any work or fabrication performed without approved submittals will be at the sole risk of the Subcontractor unless directed by Wharton-Smith, Inc. otherwise in writing.
- 6.7.2 All work shall be performed in accordance with the project plans and specifications, Bay Laurel Center CDD regulations, any/all pertinent building codes (such as any UL requirements), and OSHA regulations, without exception.
- 6.7.3 This agreement shall be considered lump sum based on the quantities shown on the contract documents or quantities indicated in subsections of this agreement.

6.8 CONTRACT PLANS, SPECIFICATIONS, AND ADDENDA

- 6.8.1 A complete set of Project Plans, Specifications and Addenda as prepared by Kimley-Horn is being provided for coordination of your work including Division 1, General Requirements, of the contract between the Owner and Wharton-Smith, Inc., the conditions of which must abide.

6.9 DAVIS-BACON WAGES AND CERTIFIED PAYROLL

- 6.9.1 As indicated in the Contract Documents, this Project has Davis-Bacon and Certified Payroll requirements outlined in the contract specifications. The Subcontractor must abide by the requirements set forth in the Contract Documents. Complete certified payroll for the previous month will be required prior to acceptance of monthly application for payment.

6.10 INSURANCE

- 6.10.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements outlined within Article 10 of this Subcontract and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.10.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.
- 6.10.3 Subcontractor is required to comply with Wharton-Smith, Inc. Insurance policies.
- 6.10.4 Please reference the attached insurance sample for the minimum requirements.
- 6.10.5 Subcontractors who do not meet these minimums will be allowed to bid. A line has been provided on the bid form for bidders to state the cost of bringing insurance up to the stated minimums. If a bidder uses "leased employees" they shall provide the cost to provide their own workers comp insurance for this project on the provided line.

6.11 DOMESTIC PREFERENCES FOR PROCUREMENT

- 6.11.1 The recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

6.12 WARRANTY

- 6.12.1 Supplier shall warranty Scope of Work as required by the Contract Documents for a period of five (5) years from date of final acceptance by the owner or the manufacturer's standard warranty period whichever is greater.
- 6.12.2 The equipment shall be warranted to be free from defects in workmanship, design, and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine(s) and the unit(s) restored to service at no expense to the Owner. Push-Pull and all labor cost are excluded.
- 6.12.3 The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. No exception to this provision shall be allowed.
- 6.12.4 All warranties shall commence on the date of Owner acceptance without exception. Supplier shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

6.13 BID ALTERNATE

- 6.13.1 The following items are bid alternates listed on the bid form. Regarding alternate pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. If Bay Laurel Center CDD accepts an alternate, total bid price will be calculated by Total Base Bid and add/deduct of Alternate Pricing is how the low responsible bidder will be determined. If an alternate is not accepted by Bay Laurel Center CDD than the low responsible bidder will be determined based on the Total Base Bid only. Acceptance of an alternate is at the sole discretion of Bay Laurel Center CDD.

A. ALTERNATE #1:

- A.) ELIMINATE GROUND STORAGE TANK PARAPET WALL**

END OF SECTION

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Prestressed Tanks
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: _____
 Contact Name: _____ Title: _____
 Address: _____

 Phone Number: _____ Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Clarifications |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order Agreement with the Construction Manager per the Purchase Order Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QT	Unit Price	Total Price
1.	Submittals	1	\$ _____	\$ _____
2.	Reclaimed Ground Storage Tank	1	\$ _____	\$ _____
3.	Equalization Basin	1	\$ _____	\$ _____
4.	Payment and Performance Bonds	1	\$ _____	\$ _____
5.	Indemnification	<u>1</u>	\$ <u>100.00</u>	\$ <u>100.00</u>
TOTAL BASE BID:				\$ _____

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – ELIMINATE GROUND STORAGE TANK PARAPET WALL \$ _____

SCHEDULED LEAD TIMES FOR COMPLETION

Item No.	Brief Description of Item	Calendar Days	
		Submittals	Construction Duration
1.	Reclaim Ground Storage Tank	_____	_____
2.	Equalization Basin	_____	_____

Total Time to Complete Scope (Workdays) _____

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
-----------	--------------------	------



Bay Laurel Center North Water Reclamation Facility



Kimley»»Horn

Process Concrete Contractor Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued June 17th, 2022



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal for each Bid Package. The outlined scopes herein are not intended to detail the complete scope of each Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scopes and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as **Process Concrete**, detailed herein, for the Bay Laurel North WRF. All work shall be in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence. The Scope of Work shall be complete as described in the Contract Documents for the Bay Laurel North WRF.

The Scope of Work shall specifically include, but is not limited to, the following specifications:

DIVISION 03 – CONCRETE

03110	Concrete Forming
03150	Concrete Accessories
03200	Concrete Reinforcing
03300	Cast-in-Place Concrete
03620	Non-Shrink Grouting
03810	Leakage Testing of Hydraulic Structure

The Subcontractor shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:
Bay Laurel North WRF
Attention: Wharton-Smith, Inc.
8470 SW 79th St Rd,
Ocala, FL 34481

Please note that the bidding process will be based on the 90% drawings and specifications for the project. There is a probability of changes to the scope of the project and the structures within. In case there are any changes an addendum including a Technical Memorandum and updated drawings will be provided by Kimley-Horn for the bidders to review.

6.1 WORK OVERVIEW

6.1.1 Furnish and install all materials to construct all cast-in-place concrete for the following structures:

- A. Headworks (Approx. height 30'-0")
- B. Influent Splitting Structure (Approx. height 20'-0")
- C. Oxidation Ditches (Approx. height 20'-0")
 - a. Including elevated decks and stairs
- D. MLSS Splitter (Approx. height 20'-0")
- E. Clarifiers (Approx. height 19'-9")
- F. Filter Splitting Structure (Approx. height 11'-6")

- G. Chlorine Contact Basin (Approx. height 8'-6")
- H. Aerobic Digesters (Approx. height 16'-0")
- 6.1.2 Compressive strength as required per Drawings and Specifications
- 6.1.3 Concrete to be reinforced as required per Drawings and Specifications
- 6.1.4 Placement of concrete shall conform to ACI 304R and as indicated in Specification 03300-3.01
- 6.1.5 The intent is to limit wall pours in a straight run to a maximum of 60 linear feet and 40 linear feet from any corners.
- 6.1.6 Any mud mats required for structure reinforcing support due to soil conditions are the sole responsibility of the Process Concrete Contractor.
- 6.1.7 Concrete pricing for the project shall not incur an escalation adder until January 2024.
- 6.1.8 Subcontractor shall plan work in such a manner that once started it can be carried on as a continuous operation until a section, panel or unit is completed.
- 6.2 GENERAL NOTES APPLICABLE TO ALL STRUCTURES**
- 6.2.1 All form drawings to be signed and sealed by form supplier.
- 6.2.2 All necessary dumpsters for construction debris under this scope is included.
- 6.2.3 The term "complete" utilized above refers to all concrete applicable to that structure. Items include, but are not necessarily limited to, the following:
 - 1) Interior and exterior walls.
 - 2) Concrete pipe supports.
 - 3) Sumps.
 - 4) Blockouts.
 - 5) Miscellaneous slabs connected to the structure.
- 6.2.4 Provide and place all concrete per specification 03300 of Volume I and 03710 of Volume II.
- 6.2.5 Provide all reinforcement per specification 03200.
- 6.2.6 Setting of "day of" embeds supplied by others including, but not limited to, the following:
 - 1) Grating angle.
 - 2) Anchor bolts/hardware.
 - 3) Wall pipes – Wall pipes to two holed appropriately
 - 4) Pipe.
 - 5) Pipe sleeves.
 - 6) Floor drains.
 - 7) Base plates.
- 6.2.7 Control/Expansion joints.
- 6.2.8 Provide and install/apply all concrete accessories:
 - 1) Sealant/caulking/caulking backer rod.

- 2) Structural foam
 - 3) Leave in place forms
 - 4) Waterstop.
 - 5) Bonding agents.
 - 6) Finishing aids.
 - 7) Vapor retarder as required.
 - 8) Chamfer strip
- 6.2.9 All structures to be rough rubbed and finish rubbed on exterior and 2' below operating water level.
- 6.2.10 Floors of all structures to be sloped and finished appropriately to the desired flow patterns, notably drains.
- 6.2.11 Floor sealer and concrete hardener is included in the subcontract.
- 6.2.12 All admixtures as required by specification 03300:
- 1) Air entraining.
 - 2) Water reducing.
 - 3) High Range Water Reducing (HRWR).
 - 4) Set control admixtures.
 - 5) Crystalline Capillary Waterproofing (CCW).
 - 6) Shrinkage reducing admixture.
 - 7) Corrosion inhibiting.
 - 8) Superplasticizer.
 - 9) Fiber.
- 6.2.13 Curing materials and methods per specification 03300 and approval of the engineer of record.
- 6.2.14 Crack/Leak testing and injection for any concrete included in this scope per 03300 and 03930.
- 6.2.15 Removal of forms after concrete pours to be in accordance with ACI and specifications.
- 6.2.16 All light towers required for night pours are the responsibility of the Process Concrete Contractor.
- 6.2.17 Pre-pour checklists are required to be submitted to the Construction Manager prior to all concrete pours with signatures of all parties prior to pouring.
- 6.2.18 The Scope of Work will require multiple mobilizations not including punch list and warranty work.

6.3 CLARIFICATIONS

- 6.3.1 The Subcontractor shall thoroughly review the Bay Laurel Center CDD Standards. When the Standards differs from the Specifications the more stringent will govern. When the Standards lists approved manufacturers, the Subcontractor shall provide materials and/or equipment from manufacturers listed in the Standards. If the Standards and Specifications both provide a list of manufacturers, supply the material and/or equipment from a manufacturer listed in both documents.

- 6.3.2 The term “furnish” applies to all materials required for the installation of concrete as shown in the Contract Documents. This includes all concrete, admixes, reinforcing steel, waterstop, expansion joints, sealant, welded wire fabric, forming materials, bonding compound, curing compound, vapor barrier, rebar bricks, or any other material needed for a complete installation.
- 6.3.3 The term “install” applies to all efforts required for a finished product. This includes forming, reinforcing, placing, finishing, curing, stripping or any other steps to achieve a high-quality finished product in conformance with the Contract Documents.
- 6.3.4 The Subcontractor shall have adequate resources to perform all work as soon as each area becomes available. This may require the Subcontractor to work in multiple areas concurrently. The completion of the Scope of Work is critical to the schedule and shall not be delayed by the availability of resources.
- 6.3.5 Coordinate the finish of all concrete with other trades to ensure the finish is appropriate for all other work.
- 6.3.6 The Subcontractor shall identify areas to be sample areas for the concrete finish. These areas shall be finished under the supervision of the Engineer and Construction Manager in accordance with the Contract Documents.
- 6.3.7 Subgrade shall be provided to the Subcontractor within one-tenth (0.1) of a foot of the required elevation. The Subcontractor shall fine grade and compact as needed.
- 6.3.8 Subcontractor shall be responsible for coordination and placement of all items embedded into concrete and required block-outs. Subcontractor shall review submittals, drawings, and specifications to ensure proper locations. For any deviations, Subcontractor shall notify Construction Manager prior to placement.
- 6.3.9 Subcontractor shall perform leak testing of water retaining structures and remediate any leaks in accordance with the Contract Documents. Reclaimed water for testing will be available at no cost but is subject to limitations on rate of supply. Costs to transport and dispose of the water shall be borne by the subcontractor. Costs to remediate leaks are the responsibility of the Subcontractor. Any visible leaks are to be repaired by the concrete subcontractor.
- 6.3.10 Subcontractor shall be responsible for costs associated with the operations of moving leak testing water in the event structures require multiple leak tests.
- 6.3.11 Wharton-Smith will facilitate the operations of moving leak testing water. Subcontractor required to participate in the coordination and planning of these operations.
- 6.3.12 The Subcontractor shall submit a plan for the filling and leak testing of each structure. This shall outline a settlement monitoring program that includes surveying the elevations of the structure before, during, and after filling.
- 6.3.13 The Construction Manager will provide a material testing company and pay for passing tests through a Contract Allowance. All failed tests shall be paid for by the Subcontractor. The Subcontractor shall be responsible for scheduling of testing with Construction Manager.
- 6.3.14 Subcontractor shall provide concrete washout dumpster and general construction debris dumpster for their use.
- 6.3.15 The Subcontractor shall provide all temporary facilities required for its employees, including portable toilets and handwashing stations.
- 6.3.16 The Subcontractor shall provide all caulking as it relates to the concrete placed under this contract.

6.4 GENERAL REQUIREMENTS

- 6.4.1 The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
- 6.4.2 Provide all management necessary to adequately support field activities and maintain Project Schedule. This includes escorting of concrete trucks to the project location from the closest address as depicted on the delivery map.
- 6.4.3 Construction manager reserves the right to evaluate pour schedules and reschedule based upon atmospheric and weather conditions.
- 6.4.4 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.4.5 This is a lump sum agreement, including all freight, taxes, and fees. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.4.6 No escalation is permitted, pricing shall remain firm through project duration.
- 6.4.7 OSHA and the Construction Manager safety standards shall be followed at all times.
- a) Process Concrete Contractor must have multiple site visits weekly from their safety management to review all on site safety practices.
 - b) Any infractions or violations relating to zero tolerance items may result in a cease work for the remainder of the workday. Multiple infractions or violations from the same individual may result in permanent removal from the project site.
 - (i) Zero Tolerance Hazards are classified below:
 - 1. Fall Protection
 - 2. Scaffolding
 - 3. Trenching & Excavation
 - 4. Confined Space
- 6.4.8 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.4.9 Scope of Work shall follow all Federal, State and Local Codes.
- 6.4.10 Wharton-Smith will provide initial building and/or slab corners via professional surveyor services. All batter boards, string lines, and additional layout is the responsibility of the Process Concrete Contractor.
- 6.4.11 Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- 6.4.12 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.

6.5 PROJECT SCHEDULE

- 6.5.1 Process Concrete Contractor required to mobilize with the intent of commencing work on the Oxidation Ditches and Clarifiers concurrently.
- 6.5.2 The Subcontractor shall provide a detailed schedule for the Scope of Work being performed. The Subcontractor shall coordinate with the Construction Manager to ensure the detailed schedule conforms to the overall Project Schedule. The Subcontractor shall update this Scope of Work Schedule each month and provide a written update to the Construction Manager.
- 6.5.3 The Subcontractor shall account for not working on holidays and still plan for the Scope of Work to be completed per the overall Project Schedule. Holidays shall include those observed by the Owner, the Construction Manager, and the Subcontractor. The Construction Manager observes the following holidays:
- A. New Year's Day
 - B. Memorial Day
 - C. Independence Day
 - D. Labor Day
 - E. Thanksgiving
 - F. Day after Thanksgiving
 - G. Christmas
- 6.5.4 The concrete subcontractor shall provide sufficient manpower to construct the Oxidation Ditches and the Clarifiers concurrently. The critical path of the project includes both the Oxidation Ditches and the Clarifiers.

6.6 SUBMITTAL REQUIREMENTS

- 6.6.1 A site-specific safety manual must be provided prior to starting work.
- 6.6.2 The Subcontractor shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Subcontractor shall provide a list of anticipated submittals for the Scope of Work. The Subcontractor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.6.3 The following submittals are required for each structure in addition to all standard submittal requirements:
- 1) Form drawings for each structure. Upon approval, drawings are to be Signed and Sealed.
 - 2) Rebar drawings
 - 3) Construction Joint layout drawings
 - 4) Pour sequence drawings/plans
 - 5) Leak testing plans
 - 6) Crack injection plans
- 6.6.4 All submittals shall be provided per the requirements of Specification Section 01300.
- 6.6.5 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.6.6 All submittals shall be provided with a cover page listing the following information:

- A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Subcontractor's contact information
 - E. Manufacturer's contact information
- 6.6.7 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
- A. Complete model number
 - B. The tag number of each per the Contract Documents (if application)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.6.8 Revised submittals are due no later than ten (10) business days after receipt of comments. Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.6.9 The Subcontractor may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.
- 6.6.10 The Subcontractor shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.6.11 Shop Drawings Technical etc. – Furnish one (1) copies of appropriate shop drawings & technical data for approval no later than the duration provided on the bid form.
- 6.6.12 Submit dimensional drawings, catalog data and detail drawings, electrical drawings, curves, calculations, motor data and copies of all factory and performance tests as required by the specifications.
- 6.6.13 All Certifications and Reports as required.
- 6.6.14 Submittals shall be submitted, fully reviewed, by the supplier/Subcontractor. Each submittal shall include, up front, a copy of the specification section with each item clearly marked indicated full compliance with the specifications. Any deviations must be clearly marked and explained.
- 6.7 AS-BUILT DOCUMENTS**
- 6.7.1 The Subcontractor shall maintain accurate and current as-built documents. These documents shall meet the requirements of Specification Section 01300. All survey information shall be certified by a licensed surveyor.
- 6.7.2 The as-built documents shall be made available for review at any time.
- 6.7.3 Prior to approval of the Subcontractor's monthly pay application, the Construction Manager may elect to review the Subcontractor's as-built documents. If these documents are found to be inaccurate or not current, up to the date of the pay application, the Construction Manager may reject the pay application until the Subcontractor provides accurate and current as-built documents. Subcontractor will not be entitled for any additional costs, fees, or other compensation due to rejected pay applications and delayed payments as a result of Subcontractor's failure to provide accurate and current as-built documents.

6.7.4 After completion of the Scope of Work, the Subcontractor shall provide complete and final as-built documents within two (2) weeks. As-built documents shall be provided as detailed in the Contract Documents.

6.8 DAVIS-BACON WAGES AND CERTIFIED PAYROLL

6.8.1 As indicated in the Contract Documents, this Project has Davis-Bacon and Certified Payroll requirements outlined in the contract specifications. The Subcontractor must abide by the requirements set forth in the Contract Documents. Completing certified payroll for the previous month will be required prior to acceptance of monthly application for payment.

6.9 DOMESTIC PREFERENCES FOR PROCUREMENT

6.9.1 The recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

6.10 REPORTING

6.10.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.

6.10.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.

6.10.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.11 INSURANCE

6.11.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements outlined within Article 10 of this Subcontract and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.

6.11.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.

6.12 WARRANTY

6.12.1 Subcontractor shall warranty Scope of Work as required by the Contract Documents for a period of one (1) year from date of final acceptance by the owner or the manufacturer's standard warranty period whichever is greater, unless otherwise noted.

6.12.2 All warranties shall commence on the date of Owner acceptance without exception. Subcontract shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

6.13 BID ALTERNATE

6.13.1 The following items are bid alternates listed on the bid form. Regarding alternate pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. If Bay Laurel Center CDD accepts an alternate, total bid price will be calculated by Total Base Bid and add/deduct of Alternate Pricing is how the low responsible bidder will be determined. If an alternate is not accepted by Bay Laurel Center CDD than the low responsible bidder will be determined based on the Total Base Bid only. Acceptance of an alternate is at the sole discretion of Bay Laurel Center CDD.

Alternate #1: Providing onsite batch plant for ready mix

Alternate #2: Deduct one (1) Digester Tank

SECTION 7 – BID FORM

Project: Bay Laurel North WRF
 Bid Package: Process Concrete Contractor
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: _____
 Contact Name: _____ Title: _____
 Address: _____

 Phone Number: _____ Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____ No. _____ Dated _____

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals Package	1	LS	\$ _____	\$ _____
2.	Process Concrete Package	1	LS	\$ _____	\$ _____
3.	Payment and Performance Bonds	1	LS	\$ _____	\$ _____
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ 100.00
Total Base Bid:					\$ _____

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – ONSITE BATCH PLANT \$ _____
 Alternate #2 – DEDUCT ONE (1) DIGESTER TANK \$ _____

VOLATILE MATERIAL RISK VALUE

Item No.	Brief Description of Item	Total Cost
1.	Concrete	\$ _____
2.	Rebar	\$ _____

SCHEDULED LEAD TIMES FOR COMPLETION

Item No.	Brief Description of Item	Calendar Days	
		Submittals	Construction Duration
1.	Headworks	_____	_____
2.	Oxidation Ditches	_____	_____
3.	MLSS Splitter	_____	_____

4.	Clarifiers		
5.	Filter Splitter		
6.	Chlorine Contact Basin		
7.	Aerobic Digesters		
8.	Influent Splitting Structure		
9.	All Other Material		

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature	Print Name / Title	Date
-----------	--------------------	------



Bay Laurel Center North Water Reclamation Facility



Kimley»»Horn

RIB Pond Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued June 17th, 2022



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal for each Bid Package. The outlined scopes herein are not intended to detail the complete scope of each Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scopes and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as **RIB Pond**, detailed herein, for the Bay Laurel North WRF Project. All work shall be in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence. The Scope of Work shall be complete as described in the Contract Documents for the Bay Laurel North WRF Project.

The Subcontractor shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:

Bay Laurel North WRF
Attention: Wharton-Smith, Inc.
9269 SW 80th St,
Ocala, FL 34481

6.1 WORK OVERVIEW

- 6.1.1 Construction of (2) Rapid Infiltration Basins (RIB#1 and RIB#2) as indicated in drawings, including but not limited to:
 - A. Elevations and section cuts as required
 - B. Piping, fittings, restraints, accessories, and valves necessary shown within the property boundary south of the WRF shown in sheet C-XXX.
 - 1) Pressure Testing of all piping is included prior to connection to the substandard reclaimed line.
 - C. Tie-in to 30" Substandard Reclaimed Water Line at the plant facility fence line
 - D. Furnish and install all outfall structures
 - E. Furnish and install all concrete pads.
 - F. Watering of sod until established for first two (2) months.
 - G. Export to be hauled within three miles of jobsite
- 6.1.2 Furnish, install, and maintain silt fence while on site within the working limits of this scope. Silt fence layout will include worksite boundaries for this scope of work.
 - A. Any replacement due to age, weather, washout, or any other reason shall be included.
 - B. Subcontractor is responsible to build perimeter berms, as necessary.
- 6.1.3 Construction of (1) Swale indicated in the drawings, including elevations and section cuts as required.
- 6.1.4 Furnish, install, and manage erosion control and SWPPP measures.
 - A. Subcontractor will be responsible for obtaining all necessary FDEP permits and SWPPP.

- 1) Subcontractor will be responsible of all weekly SWPPP inspections, inspections after rain events, and maintenance of log is included for the duration of the work on site. Submission of weekly inspections to Construction Manager is required.
 - 2) Subcontractor shall mobilize to the site for maintenance within 24 hours of a rain event.
 - 3) Monthly maintenance is included for the duration on site performing work.
- 6.1.5 Furnish and install sodding for areas disturbed by subcontractor and/or other temporary erosion control measures during construction. This includes but is not limited to the following areas:
- A. Pond banks
 - B. Maintenance Path
 - C. Pond bottoms
 - D. Weirs
 - E. All disturbed areas.
- 6.1.6 The Subcontractor shall be responsible for ensuring all furnished equipment and all included components are inspected and tested to show the system functions properly and free of defects. Multiple tests will be run to finalize the installation of the system.
- 6.1.7 Removal and replacement of unsuitable material shall be included.
- A. Unsuitable materials shall be brought to the attention of Bay Laurel Center CDD and Wharton-Smith.
 - B. Limits of removal shall be based on recommendations of geotechnical report and as agreed to by all parties.
 - C. Quantities will be verified by survey data
 - 1) Surveying is the responsibility of the Subcontractor.
 - D. Subcontractor shall take special care as to not damage existing structures or fences lines to remain or allow turbid water to leave the jobsite.
 - E. Subcontractor shall provide protection measures for all trees to remain. Including protective barriers (C-03) around drip line of tree to be installed that is suitable for the duration of the project. All barriers are to be removed at the end of the work.
 - 1) Maintenance of tree barriers is the responsibility of the Subcontractor for the duration of the Scope of Work.
- 6.1.8 Haul off of vegetation, trees, clear and grubbing materials and any additional debris is included in this proposal.
- 6.1.9 Clearing, pruning and liming of all trees and brush as necessary in the worksite area.
- 6.1.10 Areas where new grading is required after construction, provisions within Specification 02310 – Finish Grading shall be met.
- 6.1.11 Subcontractor is responsible for all dust control during duration of scope of work.
- 6.1.12 **GENERAL INSTALLATION NOTES.**
- A. The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
 - B. The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.

- C. This is a lump sum agreement, including all freight, taxes, and fees. A schedule of Values for submittals, material and checkout, startup and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- D. No escalation is permitted, pricing shall remain firm through project duration.
- E. All material supplied shall be coordinated with the applicable Specifications and Drawings. The Subcontractor is responsible for reviewing and assuring that the product is correct for the application and installation.
- F. All components shall comply with all stated AWWA, AISI, ACI, SAE, CDA, and ASTM standards listed in the Contract Documents.
- G. OSHA and the Construction Manager safety standards shall be followed at all times.
- H. Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- I. Scope of Work shall follow all Federal, State and Local Codes.
- J. Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- K. The Subcontractor shall provide a dedicated project manager for the project. This project manager shall remain actively involved in the project for the entire duration of the project. The project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- L. An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.
- M. Clean-up on a daily basis is included in this bid package. All excess debris shall be removed and disposed of properly and in accordance with all Florida and Environmental statutes.
- N. Subcontractor is responsible for providing their crews will all necessary equipment, tools, safety equipment, water, and ice for them to perform their work.

6.2 GENERAL REQUIREMENTS

- 6.2.1 The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
- 6.2.2 Provide all management necessary to adequately support field activities and maintain Project Schedule.
- 6.2.3 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.2.4 This is a lump sum agreement, including all freight, taxes, and fees. A schedule of values for submittals, materials, checkout, startup, and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.2.5 No escalation is permitted, pricing shall remain firm through project duration.

- 6.2.6 OSHA and the Construction Manager safety standards shall be followed at all times.
- 6.2.7 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.2.8 Scope of Work shall follow all Federal, State and Local Codes.
- 6.2.9 Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- 6.2.10 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.

6.3 PROJECT SCHEDULE

- 6.3.1 The Subcontractor shall provide a detailed schedule for the Scope of Work being performed. The Subcontractor shall coordinate with the Construction Manager to ensure the detailed schedule conforms to the overall Project Schedule. The Subcontractor shall update this Scope of Work schedule each month and provide a written update to the Construction Manager.
- 6.3.2 Subcontractor, with CMAR, will jointly develop the CPM construction schedule for completion of the work included in this contract.
- 6.3.3 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.
- 6.3.4 CMAR observes seven (7) holidays per year. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. Observance of these holidays shall not be a justification for an extension of time for Subcontractor. Additionally, Subcontractor may observe additional holidays if desired, but any impacts to the project schedule, and associated costs, will be Subcontractor's responsibility.
- 6.3.5 Subcontractor shall sufficiently staff the job so that overtime work is not required. In the event that overtime work is required, requests for overtime work will be made by Subcontractor to CMAR at least one (1) week in advance. Subcontractor will agree to pay CMAR costs for supervision (\$110.00 per hour), CMAR truck cost (\$45.00 per day), and any Owner / Engineer inspector costs.
- 6.3.6 Delays to Subcontractor's work by others will not be justification for additional compensation if Subcontractor has other work available at the jobsite while mobilized.
- 6.3.7 Subcontractor crews will be interfacing with several other trades including electrical, building, testing agencies, and the building department. Reasonable time provisions will be allotted by Subcontractor for these trades to complete their work.
- 6.3.8 Multiple mobilizations will be required.
- 6.3.9 The Subcontractor will be responsible for all CMAR extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.

6.4 SUBMITTAL REQUIREMENTS

- 6.4.1 A site-specific safety manual must be provided prior to starting work.
- 6.4.2 All tie-in's require a tie-in plan be submitted and approved 21 days prior to commencement of work.
- 6.4.3 A pressure testing and repair plan must be submitted and approved prior to commencement of work.

- 6.4.4 A compaction log must be submitted and approved prior to commencement of work. Compaction logs to be submitted monthly.
- 6.4.5 The Subcontractor shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Subcontractor shall provide a list of anticipated submittals for the Scope of Work. The Subcontractor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.4.6 All submittals shall be provided per the requirements of Specification Section 01300.
- 6.4.7 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.4.8 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Subcontractor's contact information
 - E. Manufacturer's contact information
- 6.4.9 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
 - A. Complete model number
 - B. The tag number of each per the Contract Documents (if application)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
 - E. It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate regarding the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.4.10 Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.
- 6.4.11 Revised submittals are due no later than ten (10) business days after receipt of comments.
- 6.4.12 The Subcontractor may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.
- 6.4.13 The Subcontractor shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.4.14 Shop Drawings Technical etc. – Furnish one (1) copies of appropriate shop drawings & technical data for approval no later than the duration provided on the bid form.
- 6.4.15 Submit dimensional drawings, catalog data and detail drawings, electrical drawings, curves, calculations, motor data and copies of all factory and performance tests as required by the specifications.
- 6.4.16 All Certifications and Reports as required.

- 6.4.17 Submittals shall be submitted, fully reviewed, by the supplier/Subcontractor. Each submittal shall include, up front, a copy of the specification section with each item clearly marked indicated full compliance with the specifications. Any deviations must be clearly marked and explained.
- 6.4.18 Deliveries to be as directed by Wharton-Smith.
- 6.4.19 Freight to the jobsites and environmental fees are included in this pricing.
- 6.4.20 A site-specific safety manual must be provided prior to starting work.

6.5 AS-BUILT DOCUMENTS

- 6.5.1 The Subcontractor shall maintain accurate and current as-built documents. These documents shall meet the requirements of specifications. All survey information shall be certified by a licensed surveyor.
- 6.5.2 The as-built documents shall be made available for review at any time.
- 6.5.3 Prior to approval of the Subcontractor's monthly pay application, the Construction Manager may elect to review the Subcontractor's as-built documents. If these documents are found to be inaccurate or not current, up to the date of the pay application, the Construction Manager may reject the pay application until the Subcontractor provides accurate and current as-built documents. Subcontractor will not be entitled for any additional costs, fees, or other compensation due to rejected pay applications and delayed payments as a result of Subcontractor's failure to provide accurate and current as-built documents.
- 6.5.4 After completion of the Scope of Work, the Subcontractor shall provide complete and final as-built documents within two (2) weeks.
- 6.5.5 Subcontractor is responsible to hire a professional surveyor in the State of Florida to provide as built coordinates, elevations, and locations of all underground work to be performed within this Scope of Work.
 - A. **Certified as-builts are a required deliverable for FDEP application and clearance of the ponds.**
- 6.5.6 Complete redline as-built record construction drawings as required the Contract Documents, for all work performed under this scope.
- 6.5.7 Record drawings documentation shall be submitted per section 4.8 of the BLCCDD Uniform Extension Policy found in the following link.http://blccdd.com/pdf/2021/BLCCDD_UNIFORM_EXTENSION_POLICY_11_2021_FINAL.pdf
- 6.5.8 Detailed As-built drawings shall be maintained in the CMAR's trailer at all times. As-Built drawings shall be kept current. Every two weeks, the Subcontractor will be responsible to update the redline drawings and get them approved by the CMAR. Failure may result in withheld payment for work completed.
- 6.5.9 Subcontractor shall provide their own layout.

6.6 DOMESTIC PREFERENCES FOR PROCUREMENT

- 6.6.1 The recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

6.7 DAVIS-BACON WAGES AND CERTIFIED PAYROLL

- 6.7.1 As indicated in the Contract Documents, this Project has Davis-Bacon and Certified Payroll requirements outlined in the contract specifications. The Subcontractor must abide by the requirements set forth in the Contract Documents. Complete certified payroll for the previous month will be required prior to acceptance of monthly application for payment.

6.8 REPORTING

- 6.8.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.
- 6.8.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.
- 6.8.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.9 MATERIAL RECEIVING, INVENTORY, STORAGE, AND MAINTENANCE

- 6.9.1 Delivery, Storage, and Handling – All equipment and material shall be crated, marked, and must be accompanied by an itemized delivery ticket.
- 6.9.2 Unloading and storage of all items installed under this scope is included. A designated lay down area will be provided.
- 6.9.3 All materials will be safely stored. Lockable storage containers are suggested. Subcontractor will be financially responsible for materials received under this scope from time of unloading until time of installation.
- 6.9.4 All deliveries shall be made between 7am-3pm M-F; all deliveries shall be escorted onto the site by Wharton-Smith, Inc. A 72-hour notice to Wharton Smith's Superintendent will be required prior to any deliveries.
- 6.9.5 All materials must be submitted upon and approved prior to being sent to the jobsite, all non-approved items may be rejected and returned at the supplier's cost.
- 6.9.6 The Subcontractor shall be responsible for the storage and protection of all material, equipment, and tools supplied under this Scope of Work or owned by the Subcontractor.
- 6.9.7 Subcontractor shall coordinate all deliveries with the Construction Manager with a minimum of forty-eight (48) hour notice. Subcontractor shall only schedule deliveries within normal work hours, unless otherwise agreed upon in writing.
- 6.9.8 The Subcontractor may not utilize any area of the project site for storage without approval from the Construction Manager. If the Subcontractor plans to utilize storage space, the Subcontractor shall submit, to the Construction Manager, a site plan detailing the areas being requested for storage.
- 6.9.9 A small designated lay down area will be provided to Subcontractor. All materials will be safely stored. Piping will be stored off of the ground to prevent it from filling with dirt. Subcontractor is responsible for keeping area orderly and clean.

6.10 FIELD & MANAGEMENT SERVICES

- 6.10.1 Subcontractor shall provide full time onsite supervision at all times that work is being performed under this contract. In the event that Subcontractor fails to do so, CMAR will provide supervision and all costs will be back charged to the Subcontractor. Subcontractor superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or CMAR.
- 6.10.2 Subcontractor shall provide a dedicated project manager for the project. Project manager shall remain actively involved in the project. Project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.10.3 Subcontractor will coordinate with CMAR and other project contractors as necessary to facilitate a proper installation

6.11 TECHNICAL QUALIFICATIONS STATEMENT

- 6.11.1 This subcontract is contingent upon approval of submittals by the Engineer of Record in accordance with contract documents referenced here-in. Any work or fabrication performed without approved submittals will be at the sole risk of the Subcontractor unless directed by Wharton-Smith, Inc. otherwise in writing.
- 6.11.2 All work shall be performed in accordance with the project plans and specifications, Bay Laurel Center CDD regulations, any/all pertinent building codes (such as any UL requirements), and OSHA regulations, without exception.
- 6.11.3 This agreement shall be considered lump sum based on the quantities shown on the contract documents or quantities indicated in subsections of this agreement.
- 6.12 CONTRACT PLANS, SPECIFICATIONS, AND ADDENDA**
- 6.12.1 A complete set of Project Plans, Specifications and Addenda as prepared by Kimley-Horn and Geo-Tech, Inc. is being provided for coordination of your work including Division 1, General Requirements, of the contract between the Owner and Wharton-Smith, Inc., the conditions of which must abide.
- 6.13 INSURANCE**
- 6.13.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements outlined within Article 10 of this Subcontract and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.13.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.
- 6.13.3 Subcontractor is required to comply with Wharton-Smith, Inc. Insurance policies.
- 6.13.4 Please reference the attached insurance sample for the minimum requirements.
- 6.13.5 Subcontractors who do not meet these minimums will be allowed to bid. A line has been provided on the bid form for bidders to state the cost of bringing insurance up to the stated minimums. If a bidder uses "leased employees" they shall provide the cost to provide their own workers comp insurance for this project on the provided line.
- 6.14 WARRANTY**
- 6.14.1 Subcontractor shall warranty Scope of Work as required by the Contract Documents for a period of one (1) year from date of final acceptance by the owner or the manufacturer's standard warranty period whichever is greater, unless otherwise noted.
- 6.14.2 All warranties shall commence on the date of Owner acceptance without exception. Subcontract shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.
- 6.15 BID ALTERNATIVE**
- 6.15.1 The following items are bid alternates listed on the bid form. Regarding alternate pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. If Bay Laurel Center CDD accepts an alternate, total bid price will be calculated by Total Base Bid and add/deduct of Alternate Pricing is how the low responsible bidder will be determined. If an alternate is not accepted by Bay Laurel Center CDD than the low responsible bidder will be determined based on the Total Base Bid only. Acceptance of an alternate is at the sole discretion of Bay Laurel Center CDD.
- A. Alternate #1: Seed and mulch bottom of the ribs and swale in lieu of sod.

END OF SECTION

BID FORM

Project: Bay Laurel North WRF
 Bid Package: RIB Pond
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: _____

Contact Name: _____ Title: _____

Address: _____

Phone Number: _____ Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals Package	1	LS	\$ _____	\$ _____
2.	RIB Ponds	1	LS	\$ _____	\$ _____
3.	Swale	1	LS	\$ _____	\$ _____
5.	Payment & Performance Bonds	1	LS	\$ _____	\$ _____
6.	Mobilization	1	LS	\$ _____	\$ _____
7.	Indemnification	1	LS	\$ 100.00	\$ 100.00
TOTAL BASE BID:					\$ _____

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 –Seed and Mulch

\$ _____

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days from written Release	
		Submittals	Materials
1.	Pipe and Fittings	_____	_____
2.	All other Material	_____	_____

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. **Exceptions or exclusions must be noted below.**

Signature
Print Name / Title
Date



Bay Laurel Center North Water Reclamation Facility



Kimley»»Horn

Sitework Installer Bid Manual

Prepared by Wharton-Smith (CMAR)

Issued April 29th, 2022



Wharton-Smith Contact:
Curtis Matte – Senior Project Manager
cmatte@whartonsmith.com

Engineer: Kimley-Horn

SECTION 6 – SCOPE OF WORK

The Bidder shall utilize the information within this section of the Bid Manual to assist in development of the Bid Proposal for each Bid Package. The outlined scopes herein are not intended to detail the complete scope of each Bid Package. The Bidder is responsible for reviewing the Contract Documents to understand the full scopes and requirements.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as **Sitework Installer (SWI)**, detailed herein, for the Bay Laurel North WRF Project. All work shall be in accordance with the Contract Documents. In the event of conflicts between the Scope of Work and other parts of the Contract Documents, this section shall take precedence. The Scope of Work shall be complete as described in the Contract Documents for the Bay Laurel North WRF Project.

The Scope of Work shall specifically include, but is not limited to, the following specifications:

- 02100 - Site Preparation
- 02140 - Dewatering
- 02240 - Stabilized Subgrade
- 02276 - Temporary Erosion and Sediment Control
- 02310 - Finish Grading
- 02315 - Excavation and Fill
- 02320 - Trenching, Bedding, and Backfilling
- 02325 - Trench Safety
- 02485 - Seeding and Sodding
- 02715 - Storm Drain Pipe
- 02720 - Drainage Structures, Pipe, and Fittings

The Subcontractor shall include work from other specifications as applicable to the work being performed.

All materials to be delivered or shipped to:

Bay Laurel North WRF
8470 SW 79th St Rd,
Ocala, FL 34481

6.1 WORK OVERVIEW

- 6.1.1 Perform all layout for work performed under this contract. This includes layout for all earth work, storm drainage, swales, overlay, grading, erosion control, grubbing, etc.
- 6.1.2 Site Work Installer shall review and comply with notes and instructions from the soils report included as an appendix to the specifications.
- 6.1.3 Furnish, install, and manage all jobsite erosion control and SWPPP measures.
 - A. SWI will be responsible for obtaining all necessary FDEP permits and SWPPP.
 - 1) SWI is responsible of all weekly SWPPP inspections, inspections after rain events, and maintenance of log is included for the duration SWI is performing work on site.
 - 2) Subcontractor shall mobilize to the site for maintenance within 24 hours of a rain event.
 - 3) Monthly maintenance is included for the duration SWI is on site performing work.

- B. Furnish, install, and maintain silt fence per sheet C-28. Silt fence layout will include but not limited to worksite boundary and on-site access road.
 - 1) Any replacement due to age, weather, washout, or any other reason shall be included.
 - 2) SWI will be responsible for repair or replacement of silt fence damaged by other contractors onsite, unless damage is due to repeated gross negligence and a responsible party can be clearly determined.
 - 3) SWI is responsible to build perimeter berms, as necessary, to prevent turbid runoff into the adjacent wetlands.
 - 4) Furnish and install sodding for areas disturbed by SWI and/or other temporary erosion control measures during construction.
- 6.1.4 Clearing, Pruning, and liming of all trees and brush as necessary in the worksite area.
- 6.1.5 Haul off of vegetation, trees, clear and grubbing material and any additional debris is included in this proposal.
- 6.1.6 Removal and replacement of unsuitable material shall be included.
 - A. Unsuitable material shall be brought to the attention of Bay Laurel Center CDD and Wharton-Smith.
 - B. Limits of removal shall be based on recommendations of the geotechnical report and as agreed to by all parties.
 - C. Quantities will be verified by survey data.
 - 1) Surveying is the responsibility of the SWI.
 - D. SWI shall take special care during clearing as to not damage existing structures or fence lines to remain or allow turbid water to leave the jobsite.
 - E. SWI shall provide protection measures for all trees to remain. Including protective barriers (C-03) around drip line of tree to be installed that is suitable for the duration of the project. All barriers are to be removed at the end of the project.
 - 1) Maintenance of tree barriers is the responsibility of the SWI for the duration of the project.
- 6.1.7 Earthwork and Grading
 - A. All rough grading and final grading are included. All slopes, swales, and berms must be at a suitable grade and elevations for water runoff. Note that further details may be shown on other drawings, SWI is responsible for coordinating with all drawings.
 - B. The top 12 inches of the subgrade, including cut and fill sections, shall be compacted to a density of 98% max of the modified proctor density. All lifts to be compacted every 12 inches.
 - C. SWI is responsible for reviewing elevation and coordinates on drawings for discrepancies prior to proceeding with work. Discrepancies must be brought to the attention of the CMAR via RFI prior to starting work. Issues that result in re-work will not be paid for via change order.
 - D. All necessary proofrolling is included in this bid package.
 - E. Areas where new grading is required after construction, provisions within Specification 02310 – Finish Grading shall be met.
 - F. SWI shall import or export fill as needed achieve final grading per drawings for a balanced site.
 - 1) Final site elevations and grading shall be as designed.

- 2) Any fill needed for voids resulting from utility or structure demolition/removal shall be included.
 - 3) Import fill to bring the site from existing grade to final grade shall be included in the lump sum pricing.
 - 4) Stockpiling of dirt on site shall be coordinated with owner and project superintendent. In the event stockpiling is not permissible, stockpiling shall be done at a location within 3 miles of the project site on owner's property.
 - 5) Compaction shall be per the contract documents.
 - 1) Furnish final grade for landscaper to install sodding.
- G. Perform excavation of new DRA-01 Pond.
- 1) Pond will be excavated at the beginning of the project.
 - 2) Slopes required to be sodded immediately following completion of excavation. Sodding to extend 4' from beginning of the slope at the top of pond and 2' on the pond bottom.
 - 3) Pond to be sectioned off with silt fence upon completion.
- H. Perform all needed excavation for concrete structures.
- 1) This will be excavated per the subgrade elevation of each individual structure.
 - 2) Compaction shall be per the contract documents and Geotech report.
 - 3) All necessary over-excavation and backfill is the responsibility of the SWI. Extents of this process is defined in the provided Geotech report.
 - (i) Backfill to top of slab elevation upon completion of slab pour activities.
 - (ii) Backfill to finish grade all structures upon completion of leak testing.
- I. Paving & Roadways
- 1) Furnish and install all roadway sub-base and base. Base to be held 6" above top of storm inlets for entire asphalt area as the road will be used for access through construction.
 - 2) Excavation of swales and infiltration systems consisting of material in specification and drawings.
 - 3) Swales to correspond with applicable details on C-30.
- J. Storm System
- 1) Furnish entire site storm water system complete as shown, including all storm structures and appurtenances.
 - (i) Any exterior coatings or wraps are included.
 - (ii) Grouting of any storm structures is included.
 - (iii) All storm structures baffles and grating are included.
 - (iv) Storm structures details on sheets C-10 through C-16.
 - (v) Concrete rip-raps, broken rubble, permanent erosion control mats are included.
 - 2) Any inlets installed under this bid package shall be protected from sediment contamination. Monthly inspection and replacement of protection measures are included.
 - 3) Storm pipe is to be thoroughly cleaned and flushed at the end of the project once the site is sodded to remove silt and dirt that has accumulated through the course of the project.

- 4) Storm systems to be CCTV'd upon completion of the project to verify all obstructions and debris have been removed.
 - 5) Pipe shall not be laid when the conditions of trench or weather are unsuitable.
 - 6) At the end of each day's work, open ends of pipe shall be closed temporarily with watertight plugs or bulkheads.
- K. General Installation Notes
- 1) The geotechnical report found in appendix to the specifications shall be used as a reference. In the event of a discrepancy between the specifications and the report the more stringent will govern.
 - (i) All remediation measures as it relates to proofrolling, over-excavation and backfill are included in this scope.
 - 2) All pond and swale slopes to be sodded upon completion of grading.
 - 3) SWI shall furnish and install all shoring to allow for installation of materials or to protect existing utilities and/or structures.
 - 4) Dust control shall be provided via water truck for the duration SWI is performing work.
 - 5) Testing services will be by others. All costs associated with failed testing and inspections to be born by the Site Work Installer.
 - 6) SWI shall be responsible for cleaning its trucks before leaving the site in order to keep the main roads and other public roads clean and free of mud and concrete from the site.
 - (i) Provide sweeper to clean roadways for the duration SWI is performing work on site.
 - 7) CMAR will provide benchmarks and/or baselines (as the site permits) for SWI use. SWI will provide construction staking and layout for this scope of work by a certified surveyor.
 - 8) Furnish all heavy equipment to complete the scope of Work. This includes but not limited to cranes, backhoes, excavators, man lifts, plate compactors, etc.
 - 9) The project site is not a secured area nor is 24hr security provided. It is the responsibility of the SWI to provide for the safe storage of all materials. CMAR takes no responsibility for materials that are lost or stolen.

6.2 GENERAL REQUIREMENTS

- 6.2.1 The Subcontractor shall be bound to the Construction Manager to the same extent the Construction Manager is bound to the Owner by the terms of the Contract Documents.
- 6.2.2 The Subcontractor will be required to coordinate with all other construction trades as required to complete this Scope of Work.
- 6.2.3 This is a lump sum agreement, including all freight, taxes, and fees. A schedule of values for submittals, materials, checkout, startup and closeout paperwork will be submitted with the return of the signed agreement for review and approval by the Construction Manager's Project Manager. No billing will be accepted without an approved Schedule of Values.
- 6.2.4 No escalation is permitted, pricing shall remain firm through project duration.
- 6.2.5 All material supplied shall be coordinated with the applicable Specifications and Drawings. The Subcontractor is responsible for reviewing and assuring that the product is correct for the application and installation.

- 6.2.6 All components shall comply with all stated AWWA, AISI, ACI, SAE, CDA, and ASTM standards listed in the Contract Documents.
- 6.2.7 OSHA and the Construction Manager safety standards shall be followed at all times.
- 6.2.8 Proper PPE shall be worn by any personnel on the jobsite, including but not limited to delivery drivers, startup and commissioning representatives, manufacturer's representatives, and other personnel.
- 6.2.9 Scope of Work shall follow all Federal, State and Local Codes.
- 6.2.10 Subcontractor shall coordinate with Civil, Structural, & Mechanical drawings to confirm exact quantity and placement of materials.
- 6.2.11 Subcontractor shall be responsible for providing layout and survey services as required for a complete installation. Subcontractor will provide construction staking and layout for this scope of work. If Subcontractor intends to use its own forces for layout, then Subcontractor must demonstrate competency in surveying to the Construction Manager. If the Construction Manager deems Subcontractor to be incompetent in this regard, Subcontractor will be required to utilize the services of a certified surveyor.
- 6.2.12 All shop coatings required shall be complete prior to shipment of all materials and equipment. Subcontractor shall ensure all shop coatings are fully compatible with field applied coatings specified. Subcontractor shall be responsible to ensure all materials and equipment are delivered without damage to the shop coatings. Any all damages to shop coatings, including but not limited to scrapes, nicks, or blemishes shall be repaired by Subcontractor.
- 6.2.13 An emergency contact list shall be provided by the Subcontractor. This list shall include at least one point of contact that is available 24 hours a day.
- 6.2.14 Clean-up on a daily basis is included in this bid package. All excess debris shall be removed and disposed of properly and in accordance with all Florida and Environmental statutes.
- 6.2.15 SWI is responsible for providing their crews will all necessary equipment, tools, safety equipment, water, and ice for them to perform their work.

6.3 PROJECT SCHEDULE+

- 6.3.1 The Subcontractor shall provide a detailed schedule for the Scope of Work being performed. The Subcontractor shall coordinate with the Construction Manager to ensure the detailed schedule conforms to the overall Project Schedule. The Subcontractor shall update this Scope of Work schedule each month and provide a written update to the Construction Manager.
- 6.3.2 SWI, with CMAR, will jointly develop the CPM construction schedule for completion of the work included in this contract.
- 6.3.3 Available work hours will be an eight (8) hour workday, Monday through Friday. The exact work times are to be determined.
- 6.3.4 CMAR observes seven (7) holidays per year. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. Observance of these holidays shall not be a justification for an extension of time for SWI. Additionally, SWI may observe additional holidays if desired, but any impacts to the project schedule, and associated costs, will be SWI's responsibility.

- 6.3.5 SWI shall sufficiently staff the job so that overtime work is not required. In the event that overtime work is required, requests for overtime work will be made by SWI to CMAR at least one (1) week in advance. SWI will agree to pay CMAR costs for supervision (\$110.00 per hour), CMAR truck cost (\$45.00 per day), and any Owner / Engineer inspector costs.
- 6.3.6 Delays to SWI's work by others will not be justification for additional compensation if SWI has other work available at the jobsite while mobilized.
- 6.3.7 SWI crews will be interfacing with several other trades including electrical, building, testing agencies, and the building department. Reasonable time provisions will be allotted by SWI for these trades to complete their work.
- 6.3.8 Multiple mobilizations will be required.
- 6.3.9 The SWI will be responsible for all CMAR extended overhead, temporary facilities, and equipment charges for any delays to the critical path of the schedule.

6.4 SUBMITTAL REQUIREMENTS

- 6.4.1 The Subcontractor shall provide submittal documentation as required within the Contract Documents. Upon execution of this Agreement the Subcontractor shall provide a list of anticipated submittals for the Scope of Work. The Subcontractor shall provide any additional submittal documentation requested for any materials or services related to the Scope of Work.
- 6.4.2 All submittals shall be provided per the requirements of Specification Section 01300.
- 6.4.3 All submittals which have any deviation shall be supplied with a letter addressing all deviations.
- 6.4.4 All submittals shall be provided with a cover page listing the following information:
 - A. Project name
 - B. Submittal title
 - C. Relevant specification sections
 - D. Subcontractor's contact information
 - E. Manufacturer's contact information
- 6.4.5 All submittals shall be provided with a Bill of Materials, including the following information for each individual piece of equipment or fabrication:
 - A. Complete model number
 - B. The tag number of each per the Contract Documents (if application)
 - C. List of major components
 - D. Specification section (if varied from the submittal prime specification section)
- 6.4.6 It is the Subcontractor's sole responsibility to ensure submittals are complete and accurate regarding the complete scope of this agreement. Coordination of submittal information from others working under the Subcontractor is the sole responsibility of the Subcontractor. Subcontractor shall not provide submittals with any items marked out of scope or by others if such items are part of the scope of this agreement.
- 6.4.7 Revised submittals shall include a comment response document, this document shall respond to each comment in writing and reference the location of all corrections within the revised submittal. Revised submittals shall be at no additional cost to the Purchaser.

- 6.4.8 Revised submittals are due no later than ten (10) business days after receipt of comments.
- 6.4.9 The Subcontractor may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.
- 6.4.10 The Subcontractor shall review all submittals for materials furnished by others and installed under this Scope of Work.
- 6.4.11 Shop Drawings Technical etc. – Furnish one (1) copies of appropriate shop drawings & technical data for approval no later than the duration provided on the bid form.
- 6.4.12 Submit dimensional drawings, catalog data and detail drawings, electrical drawings, curves, calculations, motor data and copies of all factory and performance tests as required by the specifications.
- 6.4.13 All Certifications and Reports as required.
- 6.4.14 Submittals shall be submitted, fully reviewed, by the supplier/SWI. Each submittal shall include, up front, a copy of the specification section with each item clearly marked indicated full compliance with the specifications. Any deviations must be clearly marked and explained.
- 6.4.15 Deliveries to be as directed by Wharton-Smith.
- 6.4.16 Freight to the jobsites and environmental fees are included in this pricing.
- 6.4.17 Startup, testing, training and inspections are required under the contract documents. No separate or additional charges for these services will be accepted.
- 6.4.18 A site-specific safety manual must be provided prior to starting work.

6.5 AS-BUILT DOCUMENTS

- 6.5.1 The Subcontractor shall maintain accurate and current as-built documents. These documents shall meet the requirements of specifications. All survey information shall be certified by a licensed surveyor.
- 6.5.2 The as-built documents shall be made available for review at any time.
- 6.5.3 Prior to approval of the Subcontractor's monthly pay application, the Construction Manager may elect to review the Subcontractor's as-built documents. If these documents are found to be inaccurate or not current, up to the date of the pay application, the Construction Manager may reject the pay application until the Subcontractor provides accurate and current as-built documents. Subcontractor will not be entitled for any additional costs, fees, or other compensation due to rejected pay applications and delayed payments as a result of Subcontractor's failure to provide accurate and current as-built documents.
- 6.5.4 After completion of the Scope of Work, the Subcontractor shall provide complete and final as-built documents within two (2) weeks.
- 6.5.5 SWI is responsible to hire a professional surveyor in the State of Florida to provide as built coordinates, elevations, and locations of all underground work to be performed within this Scope of Work.
- 6.5.6 Complete redline as-built record construction drawings as required the Contract Documents, for all work performed under this scope.
- 6.5.7 As-built drawings will be done in accordance with the contract documents.

6.5.8 Record drawings documentation shall be submitted per section 4.8 of the BLCCDD Uniform Extension Policy found in the following link.
http://blccdd.com/pdf/2021/BLCCDD_UNIFORM_EXTENSION_POLICY_11_2021_FINAL.pdf

6.5.9 Detailed As-built drawings shall be maintained in the CMAR's trailer at all times. As-Built drawings shall be kept current. Every two weeks, the SWI will be responsible to update the redline drawings and get them approved by the CMAR. Failure may result in withheld payment for work completed.

6.5.10 SWI shall provide their own layout.

6.6 DOMESTIC PREFERENCES FOR PROCUREMENT

6.6.1 The recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

6.7 DAVIS-BACON WAGES AND CERTIFIED PAYROLL

6.7.1 As indicated in the Contract Documents, this Project has Davis-Bacon and Certified Payroll requirements outlined in the contract specifications. The Subcontractor must abide by the requirements set forth in the Contract Documents. Complete certified payroll for the previous month will be required prior to acceptance of monthly application for payment.

6.8 REPORTING

6.8.1 The Subcontractor shall provide all Owner requested documentation as required in the Contract Documents.

6.8.2 The Subcontractor shall provide detailed daily reports as outlined in the Contract Documents.

6.8.3 The Subcontractor shall provide a sample daily report document, indicating all information to be included within the report, prior to starting work.

6.9 MATERIAL RECEIVING, INVENTORY, STORAGE, AND MAINTENANCE

6.9.1 Delivery, Storage, and Handling – All equipment and material shall be crated, marked, and must be accompanied by an itemized delivery ticket.

6.9.2 Unloading and storage of all items installed under this scope is included. A designated lay down area will be provided.

6.9.3 All materials will be safely stored. Lockable storage containers are suggested. SWI will be financially responsible for materials received under this scope from time of unloading until time of installation.

6.9.4 All deliveries shall be made between 7am-3pm M-F; all deliveries shall be escorted onto the site by Wharton-Smith, Inc. A 72-hour notice to Wharton Smith's Superintendent will be required prior to any deliveries.

6.9.5 All materials must be submitted upon and approved prior to being sent to the jobsite, all non-approved items may be rejected and returned at the supplier's cost.

6.9.6 The Subcontractor shall be responsible for the storage and protection of all material, equipment, and tools supplied under this Scope of Work or owned by the Subcontractor.

6.9.7 Subcontractor shall coordinate all deliveries with the Construction Manager with a minimum of forty-eight (48) hour notice. Subcontractor shall only schedule deliveries within normal work hours, unless otherwise agreed upon in writing.

- 6.9.8 The Subcontractor may not utilize any area of the project site for storage without approval from the Construction Manager. If the Subcontractor plans to utilize storage space, the Subcontractor shall submit, to the Construction Manager, a site plan detailing the areas being requested for storage.
- 6.9.9 A small designated lay down area will be provided to SWI. All materials will be safely stored. Piping will be stored off of the ground to prevent it from filling with dirt. SWI is responsible for keeping area orderly and clean.

6.10 FIELD & MANAGEMENT SERVICES

- 6.10.1 SWI shall provide full time onsite supervision at all times that work is being performed under this contract. In the event that SWI fails to do so, CMAR will provide supervision and all costs will be back charged to the SWI. SWI superintendent will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as requested by Engineer, Owner, or CMAR.
- 6.10.2 SWI shall provide a dedicated project manager for the project. Project manager shall remain actively involved in the project. Project manager will be required to attend all requested progress, safety, scheduling, coordination, and quality control meetings. Meetings of other natures may be required as well.
- 6.10.3 SWI will coordinate with CMAR and other project contractors as necessary to facilitate a proper installation

6.11 TECHNICAL QUALIFICATIONS STATEMENT

- 6.11.1 This subcontract is contingent upon approval of submittals by the Engineer of Record in accordance with contract documents referenced here-in. Any work or fabrication performed without approved submittals will be at the sole risk of the SWI unless directed by Wharton-Smith, Inc. otherwise in writing.
- 6.11.2 All work shall be performed in accordance with the project plans and specifications, Bay Laurel Center CDD regulations, any/all pertinent building codes (such as any UL requirements), and OSHA regulations, without exception.
- 6.11.3 This agreement shall be considered lump sum based on the quantities shown on the contract documents or quantities indicated in subsections of this agreement.

6.12 CONTRACT PLANS, SPECIFICATIONS, AND ADDENDA

- 6.12.1 A complete set of Project Plans, Specifications and Addenda as prepared by Kimley-Horn and Geo-Tech, Inc. is being provided for coordination of your work including Division 1, General Requirements, of the contract between the Owner and Wharton-Smith, Inc., the conditions of which must abide.

6.13 INSURANCE

- 6.13.1 Subcontractor shall provide the minimum insurance limits required to meet the requirements outlined within Article 10 of this Subcontract and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for additional reference.
- 6.13.2 The Subcontractor shall maintain a worker's compensation insurance policy for the complete scope of services. The Subcontractor shall not utilize a Professional Employer Organization (PEO) to provide workers compensation insurance.
- 6.13.3 SWI is required to comply with Wharton-Smith, Inc. Insurance policies.

- 6.13.4 Please reference the attached insurance sample for the minimum requirements.
- 6.13.5 SWIs who do not meet these minimums will be allowed to bid. A line has been provided on the bid form for bidders to state the cost of bringing insurance up to the stated minimums. If a bidder uses "leased employees" they shall provide the cost to provide their own workers comp insurance for this project on the provided line.

6.14 WARRANTY

- 6.14.1 Subcontractor shall warranty Scope of Work as required by the Contract Documents for a period of one (1) year from date of final acceptance by the owner or the manufacturer's standard warranty period whichever is greater, unless otherwise noted.
- 6.14.2 All warranties shall commence on the date of Owner acceptance without exception. Subcontract shall review and understand the Project Schedule and assume the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule. All costs to extend the warranty to meet the required duration from Substantial Completion are included in this Agreement.

6.15 BID ALTERNATE

- 6.15.1 The following items are bid alternates listed on the bid form. Regarding alternate pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. If Bay Laurel Center CDD accepts an alternate, total bid price will be calculated by Total Base Bid and add/deduct of Alternate Pricing is how the low responsible bidder will be determined. If an alternate is not accepted by Bay Laurel Center CDD than the low responsible bidder will be determined based on the Total Base Bid only. Acceptance of an alternate is at the sole discretion of Toho Water Authority.

A. ALTERNATE #1:

- 1) **CUT BASE DOWN TO ASPHALT SUBGRADE AND PROVIDE PROPER FLOW PER DESIGN. ANY BASE REPAIR REQUIRED IS INCLUDED.**
- 2) **FURNISH AND INSTALL A COMPLETE ASPHALT PACKAGE INCLUDING PRIMING, TACK, AND ASPHALT.**
- 3) **FURNISH AND INSTALL ALL REQUIRED CONCRETE CURBING.**

END OF SECTION

BID FORM

Project: Bay Laurel North WRF
 Bid Package: Sitework Installer
 To: Curtis Matte – Senior Project Manager
 Wharton-Smith, Inc.
 cmatte@whartonsmith.com

Bidder Information:

Company: _____

Contact Name: _____ Title: _____

Address: _____

Phone Number: _____ Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

<input type="checkbox"/> Bid Form	<input type="checkbox"/> Value Engineering Proposal
<input type="checkbox"/> Sanctions and Litigation	<input type="checkbox"/> List of Subcontractors
<input type="checkbox"/> Licenses	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Proof of Bonding Capability	<input type="checkbox"/> Clarifications

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Subcontract Agreement with the Construction Manager per the Subcontract Agreement included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder has examined copies of all the Bid Documents and the following addenda:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

4. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
5. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

6. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
7. This Bid Proposal will remain open for acceptance by the Construction Manager for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Subcontract Agreement.
8. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submittals	1	LS	\$ _____	\$ _____
2.	Mobilization	1	LS	\$ _____	\$ _____
3.	Sitework Installer	1	LS	\$ _____	\$ _____
4.	Payment & Performance Bonds	1	LS	\$ _____	\$ _____
5.	Indemnification	1	LS	\$ 100.00	\$ 100.00
TOTAL BASE BID:					\$ _____

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Alternate #1 – Cut Base, Asphalt, Curbing \$ _____

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery from Written Release
1.	Submittals Complete	_____
2.	Storm Structures and Pipe	_____

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. **Exceptions or exclusions must be noted below.**

Signature	Print Name / Title	Date
-----------	--------------------	------

SECTION VIII



Stone Creek Water Conservation Group

July 11, 2022

Board of Supervisors
Bay Laurel Center Community Development District
8470 SW 79th Street Road, Suite 3
Ocala, FL 34481
(bayinfo@blccdd.com)

Dear Chairman Colen and Members of the Board,

The members of the Stone Creek Water Conservation Group want to express our appreciation to Bryan Schmalz and Ashlynn Thompson for the time they have spent with us in sharing their knowledge and understanding of water conservation, water treatment and wastewater management. Bryan is an exceptional resource, and with Ashlynn's help, they are planting the seeds to make improvements in Stone Creek that complement BLCDD and SWFWMD goals for watershed improvement. We want Stone Creek to become a model community in the State of Florida for making water related changes so that our community is a great place to live.

Bryan and Ashlynn graciously accepted an invitation from the Stone Creek Water Conservation Group to speak at our inaugural meeting which was held on April 26, 2022. More than 200 residents attended.



Bryan Schmalz from Bay Laurel speaks to residents at the Stone Creek Water Conservation Group's April 26th meeting at the Stone Creek Reunion Center.

The feedback from this meeting was so positive that it was suggested that Bryan and Ashlynn should be asked to come back again and explain how the irrigations systems and meters installed in our yards actually work.

That happened on June 28th when the Stone Creek Water Conservation Group sponsored a water and sewer infrastructure tour of three Stone Creek homes built at different times. More than 40 residents participated in this seminar. The depth of knowledge that Bryan shared with the homeowners was truly amazing. He answered each and every question with an understandable response.



Some comments from those who attended:

“This was very informative as I never knew what goes to what in the house and in the yard. So, this was good for me.”

--Barbara from Sebastian.

“I thought this was wonderful...we have been here just over a month....so the information was extremely helpful. The speaker was phenomenal. He did a great job. So glad you did it.”

--Melanie from Arlington.

“We learned more about running the irrigation system...”

--Linda from Arlington.

“This was very useful. I learned about what to do in case there is backflow in the toilets, how to detect water leaks, and how to irrigate the lawn if the controller fails among many other things.”

--Lenny from Saratoga.

Please provide Bryan Schmalz and Ashlynn Thompson with acknowledgement of our appreciation of the work that they do and thank you for your support of their efforts.

Sincerely,

The Members of the Stone Creek Water Conservation Group

stonecreekwatergroup@gmail.com

SECTION IX

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
(MARION COUNTY, FLORIDA)
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2022B
PROJECT FUND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
Fort Lauderdale, Florida

REQUISITION NO. 02

Project: Bay Laurel North WRF

Engineer's Project No. 142837003

Subject: Pay Application #02

Contractor/Payee: Wharton-Smith Inc.

Contract Date: 05/27/2022

Address: 750 Monroe Rd. Sanford, FL 32771

Contract For: Bay Laurel North WRF

Total Contract Amount: \$2,584,144.99

Amount Previously Paid Under Contract: \$31,373.74

Application Date: 06/09/2022

Application Amount: \$1,212,397.88

Period Ending: 05/31/2022

Balance of Contract Amount After This Payment:
\$1,212,397.88

Real Property:

Costs of Issuance:

Contractor - as used herein refers to any person, firm or corporation to whom payment is due

CERTIFICATION OF BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

Attached hereto is the Contractor's Application for Payment for work accomplished under the above contract through the date indicated above. If applicable, accompanying the Application is the Contractor's Affidavit stating that all previous payments to it under the contract have been applied by it to discharge, in full, all of its obligations in connection with work ordered by all prior Applications for Payment.

If requisition of any amount requested thereunder is for the acquisition of real property, as indicated by the yes response set forth above, the following paragraph is applicable: The payment for any real property or interest therein from moneys requested by this Requisition is in compliance in all respects with the requirements of Section 5.02 of the Trust Indenture relating thereto.

The requisition certifies that the work to which the payment relates has been accomplished in a manner satisfactory to the Issuer, and the amount to be paid does not exceed the obligation on account of which the payment is made. The Issuer's certifications may be based upon certificates satisfactory to it provided by the Consulting Engineer

In the case of payments to discharge indebtedness of the Issuer, the proceeds of which were used for payments properly chargeable against the Project Fund, the Issuer shall provide as an attachment to the requisition a copy of any note or other evidence of the indebtedness to be discharged.

WHEREAS, the authorized officer certifies as part of this requisition that:

There has not been filed with or served upon the Issuer notice of any lien, right to liens, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the persons, firm or corporations named in such requisitions, which has not been released or will be released simultaneously with the payment of such obligation, and that this requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain, such payment obligation was properly incurred and is a "Cost" permitted under the Trust Indenture for the above-referenced Bonds and under the Act (as defined in such Trust Indenture) and such payment is in accordance with the plans and specifications or duly approved change order for the above-referenced project.

It is further certified that the above amount due has not been paid and that the items of work to be paid for have been completed, or materials delivered, with respect to the amount due.

The Cost for which payment is requested hereunder is/is not (circle appropriate choice) one in which payment shall first be made from the Connection Charge Fund.

In the event that any requisition for the acquisition price of a specific component of the Utilities System or a Project is in payment for any real property or interest therein, the Issuer has received a title insurance policy approved by Counsel covering such property or written opinion of Counsel or any attorney designated for such purpose by Counsel, to the effect that the Issuer shall have upon such payment marketable title in fee simple to such property, subject to no lien, charge or encumbrance thereon affecting the title thereto except liens, charges, encumbrances or other defects of title which do not have a materially adverse effect upon the right of the Issuer to use such property for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity.

WHEREFORE, in accordance with the above, the undersigned has approved payment to Contractor of the Amount Due as shown above.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT



Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, JAMES CURRY, III, an authorized representative of Kimley-Horn, the Consulting Engineers of the Issuer, approve of this requisition and hereby certify that (i) the obligation for which payment is being made was properly incurred, (ii) the amount requisitioned is due and unpaid and is for a Cost permitted under the Trust Indenture and the Act, (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the material, supplies or equipment have been installed as part of the Project or have been delivered either at the proper site or at a proper place for fabrication and are covered by the builders' risk insurance, (iv) all work, material, supplies and equipment for which payment is to be made are, in the signer's opinion, in accordance with the plans and specifications or duly approved change orders, and (v) all approvals and permits for the acquisition, construction, installation and equipping of the Project referenced above have been obtained [or can reasonably be expected to be obtained] from all applicable Regulatory Bodies

Certified and Approved By:

By: JAMES CURRY, III, P.E.
Title: PROJECT ENGINEER

TO OWNER: BAY LAUREL CENTER CDD PROJECT: BAY LAUREL NORTH WRF DISTRIBUTION TO: OWNER 1 of 2 PAGES

APPLICATION NO.: 2 PERIOD TO: 5/31/2022 PROJECT NOS.: TBD CONTRACT DATE: 21-034 W/S JOB NO.: 21-034

ATTN: VIA ARCHITECT: CONTRACTOR

CONTRACT FOR: BAY LAUREL NORTH WRF

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	2,584,144.99
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,584,144.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,309,233.28

5. RETAINAGE:		
0.05 of Completed Work (Columns D + E on G703)	\$	65,461.66
0.05 of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	65,461.66

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,243,771.62
---	----	--------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	31,373.74
--	----	-----------

8. CURRENT PAYMENT DUE	\$	1,212,397.88
------------------------	----	--------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,340,373.37
--	----	--------------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

0.01

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Autumn Palmer* Date: June 30, 2022
 By: *Stephanie Pompa* Vice President of Finance

State of: FLORIDA
 County of: SEMINOLE
 Subscribed and sworn to before me this June 30, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,212,397.88

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ARCHITECT: *Autumn Palmer* Date: 6/30/2022
 By: *Autumn Palmer*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION FOR PAYMENT

OWNER: BAY LAUREL CENTER CDD
 PROJECT: BAY LAUREL NORTH WRF
 PROJECT NO:
 WSI PROJECT#: 21-034

APPLICATION FOR PAYMENT NO. 2
 PERIOD ENDING 5/31/22 2 of 2 PAGES

NO.	DESCRIPTION	SCHEDULED VALUE			PREVIOUS WORK IN PLACE			THIS PERIOD			TOTAL TO DATE			COMPLET %
		QTY	UNIT	AMT.	QTY	UNIT	AMT.	QTY	UNIT	AMT.	QTY	UNIT	AMT.	
	General Conditions (CMAR)													
	GMP 1 Bond and Insurance	1	LS	\$33,025.00	1.00		33,024.99			0.01		33,025.00		100%
	General Conditions (Billed Monthly)	4	MO	\$507,329.00						126,832.25		126,832.25		25%
	GMP 1 Construction Fee	1	LS	\$191,411.00						80,392.62		80,392.62		42%
	Builder's Risk Insurance	1	LS	\$347,704.01						347,704.01		347,704.01		100%
	Project Allowances													
	Permit Allowance		####											
	SECO/Temp Power Allowance													
	Supply Chain Allowance													
	Project Contingencies													
	GMP 1 Contingency	1	LS	\$113,306.00						-		0.00		0%
	Construction													
	Early Clearing (\$593,371.00)	1	LS	\$593,371.00						445,028.25		445,028.25		75%
	Temporary Access Road (\$1,073,687.30)	1	LS	\$1,073,687.30						214,737.46		214,737.46		20%
	Cattle Guard Material	1	LS	\$30,673.69						30,673.69		30,673.69		100%
	Cattle Guard Install	1	LS	\$10,500.00						-		0.00		0%
	Initial Surveying & Layout	1	LS	\$30,840.00						30,840.00		30,840.00		100%
	Material Packages (15% billed upon approved submittal, 20% Upon Release)													
	Vertical Turbine Pumps (RW Pumps)	1	LS							-		0.00		#DIV/0!
	Floating Decanter	1	LS							-		0.00		#DIV/0!
	Grit Removal System (Headcell/Pump/Washing)	1	LS							-		0.00		#DIV/0!
	Jet Aeration System (Blowers/Dry Pit Pump/PD Blower) Digester/EQ	1	LS							-		0.00		#DIV/0!
	Bardenpho System (Mixers, Surface Aerators, Diffusers, Blowers) (OX)	1	LS							-		0.00		#DIV/0!
	Screwpress w/ Polymer Feed	1	LS							-		0.00		#DIV/0!
	Conveyor	1	LS							-		0.00		#DIV/0!
	Sludge Transfer Pumps	1	LS							-		0.00		#DIV/0!
	Clarifier Mechanisms & Platforms	1	LS							-		0.00		#DIV/0!
	Mechanical Screen & Washer Compactor	1	LS							-		0.00		#DIV/0!
	Submersible Pumps (Effluent Transfer/Plant DrainMaster LS/ LS#6)	1	LS							-		0.00		#DIV/0!
	Rotary Lobe Pumps	1	LS							-		0.00		#DIV/0!
	Scum Pumps	1	LS							-		0.00		#DIV/0!
	Biotrickling Filter Odor Control	1	LS							-		0.00		#DIV/0!
	Effluent Filter System	1	LS							-		0.00		#DIV/0!
	End Suction Centrifugal Pumps (EQ Transfer/RAS/WAS)	1	LS							-		0.00		#DIV/0!
	Weir & Scum Baffles Clarifiers	1	LS							-		0.00		#DIV/0!
	Density Current Baffle	1	LS							-		0.00		#DIV/0!
	Chemical Feed & Tanks (Hypo/Carbon/Alum)	1	LS							-		0.00		#DIV/0!
	CONTRACT TOTALS			2,931,649.00			\$33,024.99			1,276,208.29		1,309,233.28		44.66%

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT
(MARION COUNTY, FLORIDA)
TAXABLE WATER AND SEWER REVENUE BONDS, SERIES 2022B
PROJECT FUND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
Fort Lauderdale, Florida

REQUISITION NO. 03

Project: Bay Laurel North WRF

Engineer's Project No. 142837003

Subject: Pay Application #03

Contractor/Payee: Wharton-Smith Inc.

Contract Date: 05/27/2022

Address: 750 Monroe Rd. Sanford, FL 32771

Contract For: Bay Laurel North WRF

Total Contract Amount: \$9,920,859.41

Amount Previously Paid Under Contract: \$1,243,771.62

Application Date: 07/06/2022

Application Amount: \$888,763.40

Period Ending: 06/30/2022

Balance of Contract Amount After This Payment:
\$7,788,324.39

Real Property:

Costs of Issuance:

Contractor - as used herein refers to any person, firm or corporation to whom payment is due

CERTIFICATION OF BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT:

Attached hereto is the Contractor's Application for Payment for work accomplished under the above contract through the date indicated above. If applicable, accompanying the Application is the Contractor's Affidavit stating that all previous payments to it under the contract have been applied by it to discharge, in full, all of its obligations in connection with work ordered by all prior Applications for Payment.

If requisition of any amount requested thereunder is for the acquisition of real property, as indicated by the yes response set forth above, the following paragraph is applicable: The payment for any real property or interest therein from moneys requested by this Requisition is in compliance in all respects with the requirements of Section 5.02 of the Trust Indenture relating thereto.

The requisition certifies that the work to which the payment relates has been accomplished in a manner satisfactory to the Issuer, and the amount to be paid does not exceed the obligation on account of which the payment is made. The Issuer's certifications may be based upon certificates satisfactory to it provided by the Consulting Engineer

In the case of payments to discharge indebtedness of the Issuer, the proceeds of which were used for payments properly chargeable against the Project Fund, the Issuer shall provide as an attachment to the requisition a copy of any note or other evidence of the indebtedness to be discharged.

WHEREAS, the authorized officer certifies as part of this requisition that:

There has not been filed with or served upon the Issuer notice of any lien, right to liens, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the persons, firm or corporations named in such requisitions, which has not been released or will be released simultaneously with the payment of such obligation, and that this requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain, such payment obligation was properly incurred and is a proper charge against the Project Fund, is a "Cost" permitted under the Trust Indenture for the above-referenced Bonds and under the Act (as defined in such Trust Indenture) and such payment is in accordance with the plans and specifications or duly approved change order for the above-referenced project.

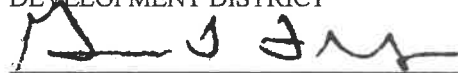
It is further certified that the above amount due has not been paid and that the items of work to be paid for have been completed, or materials delivered, with respect to the amount due.

The Cost for which payment is requested hereunder is/is not (circle appropriate choice) one in which payment shall first be made from the Connection Charge Fund.

In the event that any requisition for the acquisition price of a specific component of the Utilities System or a Project is in payment for any real property or interest therein, the Issuer has received a title insurance policy approved by Counsel covering such property or written opinion of Counsel or any attorney designated for such purpose by Counsel, to the effect that the Issuer shall have upon such payment marketable title in fee simple to such property, subject to no lien, charge or encumbrance thereon affecting the title thereto except liens, charges, encumbrances or other defects of title which do not have a materially adverse effect upon the right of the Issuer to use such property for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity.

WHEREFORE, in accordance with the above, the undersigned has approved payment to Contractor of the Amount Due as shown above.

BAY LAUREL CENTER COMMUNITY
DEVELOPMENT DISTRICT



Authorized Officer

CERTIFICATION OF CONSULTING ENGINEER

I, Gene B. Lusito P.E., an authorized representative of Kimley-Horn and Associates, Inc., the Consulting Engineers of the Issuer, approve of this requisition and hereby certify that (i) the obligation for which payment is being made was properly incurred, (ii) the amount requisitioned is due and unpaid and is for a Cost permitted under the Trust Indenture and the Act, (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the material, supplies or equipment have been installed as part of the Project or have been delivered either at the proper site or at a proper place for fabrication and are covered by the builders' risk insurance, (iv) all work, material, supplies and equipment for which payment is to be made are, in the signer's opinion, in accordance with the plans and specifications or duly approved change orders, and (v) all approvals and permits for the acquisition, construction, installation and equipping of the Project referenced above have been obtained [or can reasonably be expected to be obtained] from all applicable Regulatory Bodies. This certification is based on Consultant's knowledge, information, and belief, and that in our opinion, the Contractor's work has progressed to the point indicated. Our certification is not a representation that the observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Certified and Approved By:



By: Gene B. Lusito

Title: Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER: PROJECT: APPLICATION NO: 3 PERIOD TO: 6/30/2022 DISTRIBUTION TO: OWNER 1 of 2 PAGES
 FROM: PROJECT NOS.: CONTRACT DATE: 4/27/2022 ARCHITECT
 CONTRACT FOR: W/S JOB NO.: 21-034 CONTRACTOR
 ATTN: VIA ARCHITECT:
 FROM (CONTRACTOR): WHARTON-SMITH, INC.
 P.O. Box 471028
 Lake Monroe, FL 32747

CONTRACTOR'S APPLICATION FOR PAYMENT

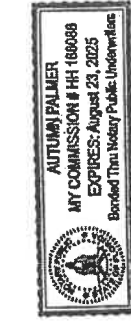
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,584,144.99
2. Net change by Change Orders	\$	7,336,714.42
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	9,920,859.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,244,773.71
5. RETAINAGE:		
0.05 of Completed Work		112,238.69
(Column D + E on G703)		
0.10 of Stored Material		0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	112,238.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,132,535.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	1,243,771.82
8. CURRENT PAYMENT DUE	\$	888,763.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,788,324.39

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total changes approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Stephanie Pompeo* Date: July 6, 2022
 By: Stephanie Pompeo, VP of Finance



Notary Public: *Autumn Palmer*
 My Commission expires: 8/23/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *gl* Date: 7/14/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

A/A DOCUMENT G703

APPLICATION NO: 3
 APPLICATION DATE: 7/6/2022
 PERIOD TO: 6/30/2022

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QUANTITY OF SCHEDULED VALUE	E UNIT OF MEASURE	F WORK COMPLETED		H QUANTITY THIS APPLICATION	I THIS PERIOD	J MATERIALS PRESENTLY STORED (NOT IN G OR I)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	M BALANCE TO FINISH (C-K)	N RETAINAGE (%)	O PERCENTAGE OF WORK COMPLETE TO DATE
					G FROM PREVIOUS APPLICATION	G FROM PREVIOUS APPLICATION								
GMP#01 COST SUMMARY														
A	General Conditions (CMAR)													
1	GMP 1 Bond and Insurance	\$3,025.00	1	LS	1.00	33,025.00	-	-	-	-	100.00%	-	0.00	0.00
2	General Conditions (Billed Monthly)	\$97,929.00	4	MO	1.00	126,832.25	1.00	126,832.25	-	253,664.50	50.00%	253,664.50	12,683.23	1.00
3	Construction Fee	\$19,411.00	1	LS	0.42	80,392.62	0.31	59,337.41	-	139,730.03	73.00%	\$1,690.97	6,966.50	0.73
C Project Contingencies														
1	Contingency	\$113,308.00	1	LS	-	-	-	-	-	-	0.00%	113,308.00	0.00	0.00
D Construction														
E	Early Clearing (\$693,371.00)	\$593,371.00	1	LS	0.75	445,028.25	0.25	148,342.75	-	593,371.00	100.00%	-	0.00	1.00
F	Temporary Access Road (\$1,073,687.30)	\$1,073,687.30	1	LS	0.20	214,737.46	0.55	590,328.02	-	805,265.48	75.00%	269,421.83	40,263.27	0.75
G	Cattle Guard Material	\$30,673.69	1	LS	1.00	30,673.69	-	-	-	30,673.69	100.00%	-	1,593.68	1.00
H	Cattle Guard Install	\$10,500.00	1	LS	-	-	1.00	10,500.00	-	10,500.00	100.00%	-	525.00	1.00
I	Initial Surveying & Layout	\$30,840.00	1	LS	1.00	30,840.00	-	-	-	30,840.00	100.00%	-	1,542.00	1.00
GMP#01 TOTALS		\$ 2,594,144.99				\$ 961,529.27		\$ 935,540.43	\$ -	\$ 1,897,069.70	73.41%	\$ 687,075.30	\$ 94,853.48	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QUANTITY OF SCHEDULED VALUE	E UNIT OF MEASURE	F WORK COMPLETED		H QUANTITY THIS APPLICATION	I THIS PERIOD	J MATERIALS PRESENTLY STORED (NOT IN G OR I)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (K/C)	M BALANCE TO FINISH (C-K)	N RETAINAGE (%)	O PERCENTAGE OF WORK COMPLETE TO DATE
					G FROM PREVIOUS APPLICATION	G FROM PREVIOUS APPLICATION								
GMP#02 COST SUMMARY														
A	General Conditions (CMAR)													
1	Construction Fee	\$543,460.33	1	LS	-	-	-	-	-	-	0.00%	543,460.33	0.00	0.00
2	Builder's Risk Insurance	\$347,704.01	1	LS	1.00	347,704.01	-	-	-	347,704.01	100.00%	-	17,395.20	1.00
C Project Contingencies														
1	Contingency	\$346,830.96	1	LS	-	-	-	-	-	-	0.00%	306,830.96	0.00	0.00
D Construction														
J	Off-Site Linework (\$4,800,130.00)	4,800,130.00	1	LS	-	-	-	-	-	-	0.00%	4,800,130.00	0.00	0.00
K	Structure In & Under Piping Material (GMP2)	1,338,489.12	1	LS	-	-	-	-	-	-	0.00%	1,338,489.12	0.00	0.00
GMP#02 TOTALS		\$ 7,336,114.42				\$ 347,704.01		\$ -	\$ -	\$ 347,704.01	4.74%	\$ 6,989,010.41	\$ 17,395.20	
PROJECT TOTALS		\$ 9,920,959.41				\$ 1,309,233.28		\$ 935,540.43	\$ -	\$ 2,244,773.71	78.15%	\$ 7,676,085.71	\$ 112,238.69	