

*Bay Laurel Center  
Community Development District*

*Agenda*

*March 17, 2026*

# AGENDA

*Bay Laurel Community  
Development District  
Meeting Agenda*

**Tuesday  
March 17, 2026  
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. New Business Items
  - A. Consideration of Utility Operations Facility Agreement for Construction Services with Guaranteed Max Price
  - B. Consideration of Proposal from Inframark, LLC for Engineering Asset Inventory Initial System Assessment
  - C. Consideration of Water Treatment Plant No. 4 (WTP No. 4) Test Well Program Professional Engineering Services for the Planning, Design, and Construction Administration Services Contract Agreement
- V. Ratification Items
  - A. Agreement with Kimley Horn to Prepare Consulting Engineer's Annual Report for 2025-2026
  - B. Series 2022B Requisitions #102 - #103
- VI. Staff Reports
  - A. Attorney
  - B. Utility Status Report
  - C. District Manager's Report
- VII. Other Business
- VIII. Supervisor's Requests
- IX. Next Meeting Date – April 20, 2026
- X. Adjournment

# SECTION III

See Proof on Next Page

**Ocala Gazette**  
**PO Box 188**  
**(352) 732-0073**

I, Edmar Corachia, of lawful age, being duly sworn upon oath deposes and says that I am the Authorized Agent of Affidavits of Column Software, PBC, duly appointed and authorized agent of the Publisher of Ocala Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Ocala, for the County of Marion County, in the state of Florida, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

**PUBLICATION DATES:** September 26. 2025

**Notice ID:** gOSEa95mjYzONdt9TDMU  
**Notice Name:** Fiscal Year 2026 Meeting Dates  
**PUBLICATION FEE:** \$104.07

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50 Florida Statutes.

*Edmar Corachia*

**VERIFICATION**

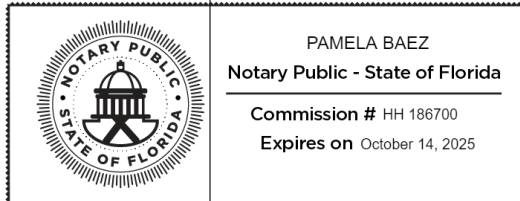
State of Florida  
County of Orange

Signed or attested before me on this: 09/26/2025



Notary Public

Notarized remotely online using communication technology via Proof.



**NOTICE OF MEETING DATES  
BAY LAUREL CENTER  
COMMUNITY DEVELOPMENT  
DISTRICT  
Fiscal Year 2026**

The Board of Supervisors of the *Bay Laurel Center Community Development District* will hold their regularly scheduled public meetings for the **Fiscal Year 2026** at **10:00 AM at the Circle Square Commons, Cultural Center, 8395 SW 80th Street, Ocala, FL 34481** on the third Tuesday of the month as follows:

**October 21, 2025  
November 18, 2025  
December 16, 2025  
January 20, 2026  
February 17, 2026  
March 17, 2026  
April 21, 2026  
May 19, 2026  
June 16, 2026  
July 21, 2026  
August 18, 2026  
September 15, 2026**

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, by calling (407) 841-5524, or by visiting the District's website at <https://blccdd.com>.

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

# SECTION IV

# SECTION A

**UTILITY OPERATIONS FACILITY  
AGREEMENT FOR  
CONSTRUCTION SERVICES WITH  
GUARANTEED MAX PRICE**

**Client:  
Bay Laurel Center Community  
Development District  
5575 SW 67<sup>th</sup> Avenue Road  
Ocala, FL 34474**

**Construction Manager:  
Wharton-Smith, Inc.  
750 Monroe Road,  
Sanford, FL 32771**

THIS AGREEMENT (“Agreement”), with an effective date of **March 17<sup>th</sup>, 2026**, is by and between Bay Laurel Center Community Development District a special purpose government (“BLCCDD” or “Client” or “the District”), and Wharton-Smith Inc., a Florida Corporation (“Construction Manager” or “CM”).

**RECITALS:**

**WHEREAS**, the CONSTRUCTION MANAGER was selected following a competitive Solicitation process to select a company to provide Construction Manager at Risk (“CMAR”) services for the District’s Utility Operations Facility (“Project”).

**WHEREAS**, the CONSTRUCTION MANAGER was selected as the top ranked company following evaluations.

**WHEREAS**, the District and CONSTRUCTION MANAGER desire to enter into this Agreement for Constructions Services with multiple Guaranteed Maximum Price (“GMP”).

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

**ARTICLE 1 – CONTRACT DOCUMENTS**

1. The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
  - a. This Agreement; and

- b. Request for Statement of Qualifications (“RFQ”) for Professional Construction Manager at Risk (CMAR) of a Utility Field Operations Facility; and
- c. The CM’s response to RFQ.
- d. Supplemental Conditions (Exhibit “A”).
- e. The CM’s Guaranteed Maximum Price (GMP) #1 dated March 12<sup>th</sup>, 2026(Exhibit “B”).
- f. Major Site Plan for the Utility Operations Facility dated February 27<sup>th</sup>, 2026.

## **ARTICLE 2 – SCOPE OF SERVICES**

- 1. The Scope of Services is generally described as the construction of the North Water Reclamation Facility (“Project” or “Work”).
  - a. Construction Services
    - i. Meetings: The CM will attend Project Team meetings with the BLCCDD and the BLCCDD’s Consultant at regularly scheduled intervals during the Project, or as directed by BLCCDD.
    - ii. Timeline: The CM will prepare a detailed construction plan for the project.
    - iii. The CM shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.
    - iv. The CM will carry out the Work effectively, to maintain the progress of the Work in accordance with the requirements of the Project Schedule, and to satisfy all obligations of the CM under the Contract Documents.
    - v. The CM shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## **ARTICLE 3 – GUARANTEED MAXIMUM PRICE**

- 1. The CM shall perform the Project for a Guaranteed Maximum Price (GMP) outlined in Exhibit “B”. Due to the timeline of the Project and related material availability there will be multiple GMP’s that will be included as an addendum to this Agreement. The cost of each

part of the project shall not exceed the cost outlined in each respective GMP. Costs which would cause the GMP to be exceeded shall be paid by the CM without reimbursement by the BLCCDD.

#### **ARTICLE 4 – CHANGES IN PROJECT**

1. Request for a Change Order. The work schedule or contract time may be changed by a written amendment to the Agreement signed by the parties, and which meets the requirements of Article 16 (“Change Order”). The CM’s request or claim for a work schedule and/or contract time adjustment shall be made in writing and delivered to the BLCCDD within ten (10) working days following the discovery of the event that prompted the request or claim, or from the date when the event should have been discovered. Where accepted by the BLCCDD, changes to the work schedule will only adjust for critical path impacts. Upon receipt of the CM’s request for a change in the Work schedule, the BLCCDD will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where the BLCCDD and the CM are unable to reach a mutually acceptable resolution of request, the BLCCDD will make a commercially reasonable determination.
2. Acceptable Ways of Determining Increases or Decreases in the GMP On Change Orders. An increase or decrease in the GMP resulting from a change in the Project or other factor entitling the CM to an equitable adjustment of the GMP shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the BLCCDD;
  - b. By unit prices stated in the Contract or subsequently agreed upon, if less; or
  - c. As otherwise mutually agreed to by the BLCCDD and the CM.
3. Itemized Accounting on Change Orders. If the parties are unable to agree to the pricing of a change order in accordance with this Contract, the CM, provided he receives a written order signed by the BLCCDD, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, BLCCDD will establish an estimated cost of the Work, and the CM shall not perform any Work which cost exceeds that estimate without prior written approval by the BLCCDD. In such case, the CM shall keep and present, in such form as BLCCDD may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistently with reasonable generally accepted accounting

principles and practices of the increase in the Cost of the Project as outlined herein of the Contract. The amount of decrease in the GMP to be allowed by the CM to BLCCDD for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

4. Emergencies. In any emergency affecting the safety of persons or property, the CM shall act at their discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the CM on account of emergency Work shall be determined as provided in this Agreement, as long as the emergency was not caused by the CM including sub-contractors.

#### **ARTICLE 5 -CONTINGENCY**

1. The amount set forth in the GMP which is available for CM's exclusive use for unanticipated costs that are incurred in performing the Work that are not the basis for a Change Order such as overtime, acceleration, and Subcontractor defaults.
2. Contingency Usage. The CM shall be required to submit a request, in writing, to the BLCCDD and receive BLCCDD authorization, which shall not be unreasonably withheld, prior to using any of the CM Contingency funds. BLCCDD
3. The Contingency may be used for any costs of the work, as defined herein, that are required to execute the work as defined in the GMP. No increase in the Contingency will be allowed once the GMP is established, unless such cost arises from a latent condition or differing site condition. Risk to any other unforeseen circumstance shall be at the risk of the CM, unless approved by BLCCDD via change order and contract amendment. The CM shall document to BLCCDD with a log and detailed backup including receipts, contracts, invoices or communications to itemize the use Contingency identified in the GMP. The Contingency for this Project will be negotiated at the time of GMP Proposal submission. Any remaining Contingency at the completion of the Project shall be disbursed in accordance with this Contract.
4. Contingency Savings. If the CM contingency funds are not used, the amount not spent ("Savings") shall be returned to BLCCDD.

#### **ARTICLE 6 – PROGRESS PAYMENT APPLICATION REVIEW**

1. Engineer/Architect will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to BLCCDD or return the Application to CM indicating in writing Engineer/Architect's reasons for refusing to recommend payment. In the latter case, CM may make the necessary corrections and

resubmit the Application. Ten (10) days after presentation of the Application for Payment with Engineer/Architect's recommendation, the amount recommended will become due and when due will be paid by BLCCDD to CM.

2. Engineer/Architect's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to the BLCCDD, based on Engineer/Architect's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer/Architect's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer/Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CM is entitled to payment of the amount recommended. However, by recommending any such payment Engineer/Architect will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer/Architect in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CM to be paid additional sums by BLCCDD or BLCCDD to withhold payment to CM.
3. Engineer/Architect's recommendation of a final payment will constitute an additional representation by Engineer/Architect to BLCCDD that the conditions precedent to CM's being entitled to final payment have been fulfilled.
4. Engineer/Architect may refuse to recommend the whole or any part of any payment if, in Engineer/Architect's opinion, it would be incorrect to make such representations to BLCCDD. Engineer/Architect may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer/Architect's opinion to protect BLCCDD from loss.
5. BLCCDD may refuse to make payment of the full amount recommended by Engineer/Architect because claims have been made against BLCCDD on account of CM's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling BLCCDD to a set-off against the amount recommended, but BLCCDD must give CM immediate written notice (with a copy to Engineer) stating the reasons for such action.

## **ARTICLE 7 – METHOD OF PAYMENT**

1. Subject to the terms, conditions and requirements set forth in this Agreement, payments with respect to Work properly performed by CM pursuant to this Agreement shall only be made to CM in strict accordance with a proper invoice and timely submission; it being understood and agreed that CM shall not be entitled to payment other than in accordance with said invoices and CM shall not invoice or otherwise request payment from the BLCCDD other than in accordance with the agreed upon price. CM shall only be paid upon proper satisfactory performance of its Work.
2. Invoices will be submitted periodically for services performed and expenses incurred. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Payment of each invoice will be due within 25 days of receipt. The CM is required to pay sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s). Interest will be added to accounts not paid within 25 days in accordance with Florida Statute 218.74 . If the District fails to make any payment due under this or any other agreement within 30 days after the CM's transmittal of its invoice, the CM may, after giving notice to the District, suspend services and withhold deliverables until all amounts due are paid.
3. If the District objects to an invoice, it must advise the CM in writing giving its reasons within 14 calendar days of receipt of the invoice or the District's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the District objects to only a portion of the invoice, payment for all other portions remains due within 25 calendar days of receipt.
4. The CM may negotiate payment of any check tendered by the BLCCDD.
5. Payment shall be processed provided that:
  - a. The Work described in the Application for Payment has been completed in accordance with the terms of the Contract Documents; and
  - b. A complete and correct Application for Payment is received by BLCCDD, the BLCCDD shall make payment of the amount properly due to the CM under the Contract Documents in accordance with Florida Statute 218.735 – Timely payment for purchases of construction services.
6. Each Application for Payment shall be based on the most recent schedule of values submitted by the CM in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the CM's Fee and General

Conditions line items shall be shown as single separate lump sum line items. CM's Fixed Fee and General Conditions line items shall be paid monthly on a pro-rated basis based on the contractual scheduled duration of the Project.

7. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of:
  - a. The percentage of that portion of the Work which has actually been completed; or
  - b. The percentage obtained by dividing (a) the expense that has actually been incurred by the CM on account of that portion of the Work for which the CM has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.
8. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - a. Work completed;
  - b. Stored Materials as approved by BLCCDD;
  - c. CM's fee computed to match the percentage of work completed as represented on the Schedule of Values;
  - d. CM's general conditions applicable to the period covered by the Application for Payment.
9. BLCCDD shall not be required to issue progress payments pursuant to the draw schedule until the BLCCDD has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work completed and materials furnished are in compliance with the Contract Documents, and all applicable technical codes.
10. As often as requested by BLCCDD and as a condition precedent to payment, CM shall submit proof of CM's payment to all entities claiming through CM, who furnished labor, materials, services, or equipment in connection with the Project during the period of the prior application for payment.
11. Any payment made pursuant to this Agreement shall not be construed as evidence of performance by CM. Further, any and all payments made hereunder, be it a partial or final payment shall not be construed to be an acceptance of defective work, improper materials, or the performance of CM's obligations under this Agreement.

12. The BLCCDD may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the BLCCDD from loss on account of:
  - a. Defective work not remedied;
  - b. Claims filed or reasonable evidence indicating probable filing of claims;
  - c. Failure of the CM to make payments properly to subcontractors or for materials or labor;
  - d. The BLCCDD's opinion that the contract cannot be completed for the balance then unpaid;
  - e. Failure to maintain adequate progress;
  - f. Damage to the Project resulting from the negligence of the CM.
  
13. Notwithstanding anything contained in this Agreement, a payment shall not be considered due and owing to CM, either partial or final so long as the BLCCDD reasonably believes any one of the following conditions precedent to payment exist or may occur.
  - a. CM has failed to perform any of its obligations under the Contract Documents;
  - b. Any part of a payment requested by CM is attributable to Work which is defective or was not performed in accordance with the Contract Document; provided, however, if severable, payment shall be made as to the part of the Work which appears to be properly performed after allowance for the cost and impact of correcting the defective part of the Work, as estimated or determined by the District; or
  - c. CM has failed to make payment promptly to any potential lien or bond claimants.
  
14. The CM shall perform the Scope of Services for the amounts not to exceed those stated in Exhibit "B". The cost of these services shall not exceed this amount unless the District has executed a written change order approving any increase in price.

#### **ARTICLE 8 – FINAL PAYMENT**

1. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by BLCCDD to the CM when:

- a. The CM has fully performed the Work except for the CM responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment;
  - b. The CM has submitted a final accounting for the Cost of the Work and a Final Application for Payment;
  - c. A final Certificate for Payment has been issued by the Engineer/Architect;
  - d. The CM has delivered to the BLCCDD a complete list of Subcontractors and Suppliers on the Project, including addresses and telephone numbers;
  - e. The CM has delivered to the BLCCDD evidence reasonably acceptable to the BLCCDD that the Work has passed all requisite governmental inspections including any Certificate of Occupancy or Certificate of Completion;
  - f. The CM has delivered to the BLCCDD an indexed, loose leaf binder and a CD in such format as required by the BLCCDD, containing all maintenance manuals, temporary and final certificates of completion or occupancy, as applicable, and warranty documents applicable to the Work;
  - g. The CM has delivered all as-built documents required by the Contract Documents in digital and paper format as approved by BLCCDD;
  - h. The CM has delivered to the BLCCDD a CM's final payment affidavit in statutory form;
  - i. The CM has delivered to the BLCCDD conditional final waivers and lien releases executed by the CM and all Subcontractors and Suppliers serving a Notice to BLCCDD;
  - j. The CM has delivered to the BLCCDD any and all other items required by the Contract Documents;
  - k. The CM has delivered a Consent of Surety (if any) to release of final payment; and
  - l. The CM has completed all items on BLCCDD's punch list.
2. BLCCDD's Designated Representative shall review and report in writing on the CM's final accounting within 30 days after delivery of the final accounting to the Engineer/Architect by the CM. Based upon the GMP Schedule as the BLCCDD's auditors report to be substantiated by the CM's final accounting, the Engineer/Architect will, within seven calendar days after receipt of the written report of the BLCCDD's Designated Representative, either issue to the BLCCDD a final Certificate for Payment with a copy to the CM, or notify the CM and

BLCCDD in writing of the Engineer/Architect's reasons for withholding a certificate as provided in the Contract Documents.

3. If the BLCCDD's audit of the final amount as substantiated by the CM's final accounting to be less than claimed by the CM, the CM shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the CM within 30 days after the CM's receipt of a copy of the Engineer/Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the BLCCDD's Designated Representative becoming binding on the CM. Pending a final resolution of the disputed amount, the BLCCDD shall pay the CM the amount certified in the Engineer/Architect's final Certificate for Payment in exchange for the close out documents required by this Agreement (excluding any final waiver or release from CM and its Subcontractors and Suppliers).
4. The final draw due upon "completion" shall not be payable until the BLCCDD, its Project Representative, and Engineer/Architect of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the BLCCDD and/or Engineer/Architect. The BLCCDD's final payment to the CM shall be made no later than ten (10) calendar days after the satisfaction of the conditions set forth within this agreement.

#### **ARTICLE 9 – RETAINAGE**

1. This Project is a construction project and is subject to withholding of Retainage in accordance with Florida Statute 255.078 Public Construction Retainage. Retainage will be withheld at a maximum rate of five percent (5%) on all Payment Applications for the duration of the Project, in accordance with Florida Statute 218.735. Retainage shall not be withheld from progress payments for the CM Fee or General Conditions. Retainage shall be withheld and retained by the District until release in accordance with Florida Statutes.

#### **ARTICLE 10 – GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

1. A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the Bay Laurel Center Community Development District will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will, after receiving payment from the BLCCDD, pay promptly all persons supplying him with labor or materials for the work.
2. The Public Construction Bond shall be for an amount not less than the GMP as agreed to and amended by both parties.

3. This bond shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Marion County and meet the following requirements:
  - a. The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
  - b. Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the Bay Laurel Center Community Development District with the required Power-of-Authority and executed contract.

#### **ARTICLE 11 – LABOR AND MATERIALS**

1. The CM shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the BLCCDD's representative.
2. CM shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CM shall not knowingly employ or contract with an illegal alien, or anyone who otherwise not authorized to work within the United States of America, to perform work under this Agreement or enter into an Agreement with a sub-contractor that fails to certify to the CM that the subcontractor is following the terms stated within. The CM nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien or anyone who otherwise not authorized to work within the United States of America to perform work under this Agreement.
3. The CM shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes and Section 448.09(1), Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Section 448.095, Florida Statutes, the CM shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. To confirm compliance, the CM agrees to provide the District with a Certificate from the E-Verify system or other proof of enrollment from the E-Verify system that is acceptable to the BLCCDD.
4. All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CM. Failure to meet this requirement may result in termination of the Agreement by the District.

## **ARTICLE 12 – PROFESSIONAL LICENSE**

1. The CM holds a Certified Underground Utility and Excavation Contractor License (CUC056506) and General Contractors License (CGC1511243) issued by the State of Florida. CM must maintain this license during the full duration of this Agreement.

## **ARTICLE 13 – COMMENCEMENT AND COMPLETION**

1. BLCCDD and the CM mutually agree time is of the essence, to that end, the CM will commence work upon receipt of a Notice to Proceed. Substantial Completion of the entire Project shall be reached no later than 525 CALENDAR DAYS from the date of the Notice to Proceed. In executing this Agreement, CM hereby explicitly affirms that the time set for completion is reasonable.
2. Substantial Completion is dependent upon the CM not experiencing delays to the sequence of Work or production caused by BLCCDD or by those for whom BLCCDD is responsible, including but not limited to Owner directed changes, architectural errors or omissions, and utility service providers (collectively, “Owner Delays”). In the event Owner Delays exceed eighteen (18) calendar days, then CM shall be entitled to recover its extended General costs. CM, in addition, shall be entitled to a time extension day for day for each day of delay to the Work caused by Owner Delays.
3. Final Completion will be obtained at the point in time after the BLCCDD makes the determination that the Project is completed and there is Acceptance by the BLCCDD, and the CM has fulfilled all requirements of the Contract Documents.

## **ARTICLE 14 – TERM OF AGREEMENT**

1. This Agreement shall commence upon the date of execution and shall remain in effect until such time as the Parties have executed an Agreement for Construction Services with a Guaranteed Maximum Price. Those portions imposing warranty requirements on CM, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

## **ARTICLE 15 – OWNER SUPPLIED EQUIPMENT**

1. BLCCDD is providing Owner Purchased Equipment (“Owner Equipment”) to be incorporated into the Project by the CM. CM shall protect equipment from damage once it arrives on the Project site and shall follow all manufacturer requirements associated with storage and installation. All damage to Owner Equipment shall be the responsibility of the CM.

## **ARTICLE 16 – CHANGES IN WORK**

1. Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by written Amendment or Change Order approved by the BLCCDD prior to any work related to the Change Order being performed.
  - a. A Change Order is a written instrument prepared by the CM and signed by the BLCCDD and CM stating their agreement upon all of the following:
    - i. The change in the Work;
    - ii. The amount of the adjustment, if any, in the Contract Sum; and
    - iii. The extent of the adjustment, if any, in the Contract Time.

## **ARTICLE 17 – TERMINATION FOR CONVENIENCE OR CAUSE**

1. For Convenience
  - a. The BLCCDD may terminate this Agreement at any time without cause by providing the CM with seven (7) calendar days advance notice in writing. Delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CM under this Agreement shall, at the option of the BLCCDD, become the BLCCDD's property. If the Agreement is terminated for convenience by the BLCCDD as provided herein, the CM shall be paid for services satisfactorily completed, less payment or compensation previously made. The CM shall not incur any additional expenses after receiving the written notice of termination. The CM shall not be entitled to anticipated profit on unperformed work.
  - b. In the event of a termination for convenience, the BLCCDD shall be obligated to pay CM, in addition to all sums owed to CM for conforming Work performed and materials supplied prior to the effective date of the termination, for all sums, losses and expenses CM incurs as a result of CM having to terminate contracts with its subcontractors and suppliers for this Project.
  - c. CM shall not be permitted to terminate this Agreement for convenience.
2. For Cause or Default
  - a. If, through any cause, the CM should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the BLCCDD will have the right to terminate this Agreement by providing a

written notice to the CM requiring a written response due within seven (7) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The BLCCDD's Notice shall include an Agreement termination date at least seven (7) calendar days subsequent to the due date for the CM's response, which if CM fails to diligently commence to cure the default with the Notice Period BLCCDD will be entitled to terminate as per the specified Termination date. In the event that the BLCCDD terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CM shall, at the option of BLCCDD, become BLCCDD property and the CM shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CM shall not be relieved of liability to the BLCCDD for damages sustained by the BLCCDD by virtue of any breach of this Agreement, and the BLCCDD may withhold any payment due the CM for the purpose of set-off until such time as the exact amount of damages due to the BLCCDD from such breach can be determined.

- b. In case of default by the CM, the BLCCDD may procure the services from other sources and hold the CM responsible for any excess cost occasioned thereby. The BLCCDD reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CM without expense to the BLCCDD.
- c. In addition, in the event of default by the CM under this Agreement, the BLCCDD may immediately cease doing business with the CM, immediately terminate for cause all existing Agreements the BLCCDD has with the CM, and debar the CM from doing future business with the BLCCDD.
- d. Upon the CM filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CM, the BLCCDD may immediately terminate, for cause, this Agreement and all other existing agreements the CM has with the BLCCDD and debar the CM from doing future business with the BLCCDD. In the event the CM enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the CM agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding CM's assets, and a listing of the Agreement if final payment has not been made. This obligation remains in effect until final payment under this Agreement has been made to the CM.

- e. Upon receipt of a termination action, for convenience or cause, the CM shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the District all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CM in performing this contract, whether completed or in process.
- f. The CM may terminate this Agreement for cause at any time ten (10) calendar days after the CM has delivered a Notice of Default to the BLCCDD and the BLCCDD has failed to cure the material default. For purposes of this paragraph, it is a material default for the BLCCDD to fail to make payment on time to the CM as outlined in ARTICLE 6 or to fail to provide information to the CM required by the CM to maintain the construction schedule.

#### **ARTICLE 18 – SUSPENSION**

1. The BLCCDD may, with or without cause, order the CM in writing to suspend, delay or interrupt the Work in whole or in part for ninety (90) calendar days. The Work shall be resumed by the CM within five (5) days after the date fixed in a written notice to resume work from the BLCCDD to the CM. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. Adjustment of the Contract Sum shall include overhead and profit. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CM is solely responsible including such suspension recommended to the BLCCDD by the Engineer to enforce the contract or for any violation of the contract.

#### **ARTICLE 19 – DISPUTES**

1. Although drawn by the District, this Agreement has been negotiated by and between the District and CM at arm's length, each having equal opportunity to determine the form and substance hereof, and therefore in interpreting the provisions of this Agreement, neither party shall be deemed the scrivener hereof, and in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.
2. In the event any provision in this Agreement is declared null and void by a court of law, at the option of both parties, the remainder of this Agreement shall remain in full force and effect.
3. In the event of an inconsistency between the terms of this Agreement and the terms of other Contract or Contract Documents, the terms of this Agreement shall take precedence. If this clause does not resolve an inconsistency, then the stricter, greater or higher best quality

requirement or earlier performance time shall govern. If any of the terms of any exhibits, schedules, addenda or modifications are in conflict with any of the terms of this Agreement, then the provisions of this Agreement shall control.

4. This Agreement may not be changed in any way except as herein provided, and no term or provision may be waived by the BLCCDD or CM except in writing signed by its duly authorized officer.

#### **ARTICLE 20 – FORCE MAJEURE**

1. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, pandemic, epidemic, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

#### **ARTICLE 21 – INSURANCE REQUIREMENTS**

1. Scope of Insurance - The CM shall procure and maintain at its own expense the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
  - a. All required insurance shall be provided by insurers acceptable to the District with an A.M. Best rating of at least A: VII.
  - b. The CM shall require and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
  - c. The required insurance shall be secured and maintained for not less than the limits required by the BLCCDD, or as required by law, whichever is greater.
  - d. The required insurance shall not limit the liability of the CM. The BLCCDD does not represent these coverages or amounts to be adequate or sufficient to protect the CM's interests or liabilities but are merely required minimums.
  - e. The provisions of the required insurance are subject to the approval of the BLCCDD, and upon request, the CM shall make available certified copies of the various policies for inspection.

- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
  - g. Insurance required of the CM, or any other insurance of CM shall be considered primary, and insurance of the District, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
  - h. The CM waives its right of subrogation recovery against the BLCCDD to the extent permitted by its insurance policies.
2. Certificate of Insurance - The CM shall provide evidence of required minimum insurance by providing the BLCCDD an ACORD or other Certificate of Insurance in forms acceptable to the District, before any work under the agreement, Contract or lease begins.
- a. Except for workers' compensation and professional liability, the CM's insurance policies shall be endorsed to name the Bay Laurel Center Community Development District as additional insured to the extent of the Agreement.
  - b. The Certificate(s) of Insurance shall designate the District as certificate holder as follows: Bay Laurel Center Community Development District, 5575 SW 67<sup>th</sup> Avenue Road Ocala, Florida 34474.
  - c. The Certificate(s) of Insurance shall include a reference to the project.
  - d. The Certificate(s) of Insurance shall indicate that the District shall be notified at least thirty (30) days in advance of cancellation.
  - e. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  - f. The CM, at the discretion of the BLCCDD, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CM liability coverage(s).
3. Comprehensive General Liability - The CM shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage

coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u). For remodeling and construction projects, the CM shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond BLCCDD's acceptance of the project.

4. Business Automobile Liability - The CM shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
5. Workers' Compensation - The CM shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
6. Builders Risk - Prior to the commencement of construction and as a condition precedent to the CM actually commencing construction activities on site, CM shall be responsible for procuring an "all risk" Builder's Risk insurance policy covering the total value of the improvements under construction with a policy limit not less than the amount of the GMP. The Builder's Risk Policy shall insure the interests of BLCCDD, CM and all Subcontractors and Suppliers as their interests appear.

Once Substantial Completion is acknowledged by both the BLCCDD and CM, use or occupancy of the Project by the BLCCDD may be accomplished in accordance with this article when:

- a. The BLCCDD secures Property and General Liability Insurance for the building/structure; and
- b. Provides confirmation from their broker or carrier that insurance has been secured and is effective.

## **ARTICLE 22 – WAIVER OF LIEN**

1. The CM shall provide affidavits of no liens or of payment by a contractor, sub-contractor, laborer, vendor or material supplier that has been paid in full or has been paid amounts due and owing as of the date of the affidavit. Appropriate lien affidavits shall comply with Chapter 713, Florida Statutes. The CM agrees to make payment of all proper charges for labor and

materials supplied and subject to the foregoing condition CM shall hold harmless the BLCCDD against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement subject to the claim not arising out of any unpaid bills for labor, services or materials resulting from the default in payment by BLCCDD.

#### **ARTICLE 23 – INDEMNIFICATION**

1. To the extent permitted by Florida law, The CM agrees to make payment of all proper charges for labor required in the aforementioned work and CM shall indemnify BLCCDD, its officers, employees, and agents and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CM under this Agreement; or the negligence of the CM in the performance of its duties under this Agreement, or any act or omission on the part of the CM, his agents, employees, or servants. CM shall defend, indemnify, and save harmless the BLCCDD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the BLCCDD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CM's duties under this Agreement, or through the negligence of the CM in the performance of its duties under this Agreement, or through any act or omission on the part of the CM, his agents, employees, or servants. Notwithstanding anything contained in this paragraph regarding indemnification, the Parties acknowledge, ratify and agree that under no circumstances does the BLCCDD agree to indemnify the CM or its contractors or sub-contractors. CM's obligation to indemnify BLCCDD does not relate to the willful or negligent conduct of the BLCCDD. This Agreement does not constitute a waiver of sovereign immunity or consent by BLCCDD to suit by third parties. Notwithstanding anything contained herein to the contrary, the Construction Manager's obligation to indemnify, defend, and hold harmless the District shall apply only to the extent caused by the negligent acts, errors, omissions, recklessness, or intentionally wrongful conduct of the Construction Manager, its subcontractors, or anyone directly or indirectly employed by them, and nothing in this Agreement shall be construed as a waiver of the District's sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes.

#### **ARTICLE 24 - CODES, LAWS, AND REGULATIONS**

1. CM will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

## **ARTICLE 25 – PERMITS, LICENSES, AND FEES**

1. CM will obtain and pay for all permits and licenses required by law that are associated with the CM's performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

## **ARTICLE 26 - PUBLIC RECORDS RETENTION**

1. The Parties acknowledge that the District is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the District may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the District's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the CM. The CM also recognizes that by doing business with the District, its records relating to the Agreement may also be subject to the Public Records Act. CM shall keep and maintain public records that ordinarily and necessarily would be required by the BLCCDD in order to perform the services being provided by CM herein. CM shall provide the public with access to public records on the same terms and conditions that the BLCCDD would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CM shall meet all requirements for retaining public records and transfer, at no cost, to the BLCCDD all public records in possession of the CM upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BLCCDD by CM in a format that is compatible with the information technology systems of the BLCCDD.

## **ARTICLE 27 – ACCESS TO RECORDS**

1. The services provided under this Agreement may be funded in part by a grant from a government agency other than the BLCCDD. As a requirement of grant funding CM shall make records related to this project available for examination to any local, state or federal government agency, or department, during CM's normal business hours. Said records will be maintained for a period of five (5) years after the date of the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

## **ARTICLE 28 – ACCOUNTING RECORDS**

1. The CM shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all Cost of the Work incurred. The BLCCDD and the BLCCDD's auditors shall, during regular business hours and upon reasonable advance notice no less than two (2) working days in advance, be afforded access to, and shall be permitted to audit and copy, the CM's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda, subcontractor invoices, subcontractor payment applications and other data relating to this Contract.
2. CM's evidence of Cost of the Work for reimbursements shall consist of actual copies of invoices, applications for payment and any other form of billing from its subcontractors and suppliers. CM's Fixed Fee amounts and General Conditions amounts are negotiated lump sum amounts and are not subject to audit.

## **ARTICLE 29 – CONTINGENT FEES PROHIBITED**

1. The CM warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the BLCCDD shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

## **ARTICLE 30 – ACCEPTANCE OF GOODS OR SERVICES**

1. The goods delivered as a result of an award from this solicitation shall remain the property of the CM, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the BLCCDD and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
2. Any goods and/or services purchased as a result of this Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the BLCCDD reserves the right to initiate corrective action on the part of the CM, to include

return of any non-compliant goods to the CM at the CM's expense, requiring the CM to either provide a direct replacement for the item, or a full credit for the returned item. The CM shall not assess any additional charge(s) for any conforming action taken by the BLCCDD under this clause. The BLCCDD will not be responsible for payment of any product or service that does not conform to the contract specifications.

3. This project will be inspected by an authorized representative of the BLCCDD. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

#### **ARTICLE 31 – OWNERSHIP OF DOCUMENTS**

1. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CM (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the BLCCDD who may have access to the reproducible copies at no additional cost other than printing. Provided that the CM shall in no way be liable or legally responsible to anyone for the BLCCDD's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CM.

#### **ARTICLE 32 – INDEPENDENT CONTRACTOR**

1. The CM agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the BLCCDD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the BLCCDD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the BLCCDD to the CM. CM will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CM shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

#### **ARTICLE 33 – ASSIGNMENT**

1. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, of the parties hereto.

**ARTICLE 34 - ENTIRE AGREEMENT**

1. This Agreement and the Contract Documents contain the entire agreement between the parties and no prior written or oral proposal, agreements, representations, or statements made by any of the BLCCDD's officers or agents before execution of this Agreement are valid unless such proposals, agreements, representations, or statements are contained in this agreement.

**ARTICLE 35 – NO THIRD-PARTY BENEFICIARIES**

1. This Agreement gives no rights or benefits to anyone other than the BLCCDD and the CM, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the BLCCDD and the CM. The BLCCDD shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by CM, without the written consent of the CM. The CM reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the CM exercises this right, the CM will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**ARTICLE 36 – JURISDICTION**

1. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Marion County, Florida.

**ARTICLE 37 – NOTICE**

1. When this Contract provides for notice, it shall be given (a) in writing by registered or certified mail (or other commonly recognized courier service with confirmation of delivery and receipt), addressed to the person as designated in this Article.

Notice to Construction Manager shall be given at:

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

Notice to Client shall be given at:

BLCCDD  
5575 SW 67<sup>th</sup> Avenue Road  
Ocala, FL 34474

Notice to Attorney shall be given at:

Colen & Wagoner, P.A.  
1756 N. Belcher Road  
Clearwater, FL 33765

2. Notice addresses may be changed by notice in writing given by the proper party. Unless otherwise specifically provided, forty-eight (48) hours' notice shall be given.

#### **ARTICLE 38 – CONTACT PERSON**

1. The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation that the other party has received the change to the Contact Person.

##### **Construction Manager Contact Information**

Name/Title: Luke Barban / Project Manager

Address: 8649 Baypine Road, Bldg 7

City, State & Zip: Jacksonville, FL 32256

Telephone: (407) 321-8410

Email Address: lbarban@whartonsmith.com

##### **BLCCDD Contact Information**

Name/Title: Bryan M. Schmalz, Utility Director

Address: 5575 SW 67<sup>th</sup> Avenue Road

City, State & Zip: Ocala, Florida 34474

Telephone: (352) 414-5454 x4105

Email Address: bryan\_schmalz@blccdd.com

#### **ARTICLE 39 – APPROVAL OF PERSONNEL**

1. The BLCCDD reserves the right to approve the contact person and the persons actually performing the services on behalf of CM pursuant to this Agreement. If BLCCDD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CM pursuant to this Agreement, the BLCCDD may require CM assign a different person or persons be designated to be the contact person or to perform the CM services hereunder.

#### **ARTICLE 40 – DISCLOSURE OF CONFLICT**

1. The CM has an obligation to disclose to the BLCCDD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CM and his duties under this Agreement.

#### **ARTICLE 41 - WARRANTY**

1. CM warrants the Work against defects in materials or workmanship for a minimum period of one year following Substantial Completion. CM shall, at no cost to BLCCDD, repair or replace

any defective or non-conforming Work when notified within the one-year warranty period. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2. The CM hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CM in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

#### **ARTICLE 42 – RISK OF LOSS**

1. The CM assumes the risk of loss of damage to the BLCCDD's property during possession of such property by the CM, and until delivery to, and acceptance of, that property by the BLCCDD. The CM shall immediately repair, replace or make good on the loss or damage without cost to the BLCCDD, whether the loss or damage results from acts or omissions (negligent or not) of the CM or a third party.

#### **ARTICLE 43 – COUNTERPARTS**

1. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) shall be considered true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The BLCCDD shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

#### **ARTICLE 44 – AUTHORITY TO OBLIGATE**

1. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this Agreement.

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

For the Client:

Bay Laurel Center Community Development District

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED IN THE PRESENCE OF:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

For the Construction Manager:

Wharton-Smith, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXECUTED IN THE PRESENCE OF:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit “A”**  
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

**1. DEFINITIONS**

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

1. **BLCCDD Project Representative:** There shall be authorized representative(s) of the BLCCDD assigned to make all necessary inspections of the work performed by the CM and for such other purposes as outlined in the Contract Documents.
2. **BLCCDD Technical Representative:** There may be a designated Project Representative assigned by the BLCCDD to inspect the technical aspects of the project. To insure the project is being constructed as designed.
3. **Engineer of Record:** The Engineer of Record designated by the BLCCDD following Contract Execution.
4. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the BLCCDD to serve as the design professional representing the BLCCDD.
5. **Notice to Proceed (NTP):** The official Notice from the BLCCDD to the CM providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CM shall sign the acknowledgement section of the NTP and return to BLCCDD. The NTP shall become a part of the Contract Documents.
6. **Subcontractor:** Includes only those having a direct contract with the CM and it includes one who furnished material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.
7. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

8. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CM shall provide all Manuals to the BLCCDD upon substantial completion. Retainage may not be released until the BLCCDD has received all Manuals relevant to the equipment incorporated into the project.
9. **Surety:** The corporate body which is bound with and for the CM which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
10. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
11. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.
12. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by BLCCDD at Substantial Completion or BLCCDD has taken beneficial use of completed portions).
13. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CM to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CM to illustrate material or equipment for some portion of the Work.
14. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
15. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services

or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

## **2. INSPECTION OF WORK**

1. The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CM shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the BLCCDD and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the BLCCDD, nor shall the presence or absence of an inspector relieve the CM from any requirements of the contract.
2. If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CM shall give the BLCCDD timely notice of its readiness for inspection with a minimum of three (3) business days provided, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the BLCCDD, it shall, if required by the Project Representative, be uncovered for examination at the CM's expense.
3. Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CM. If such work is found in accordance with the contract documents, the BLCCDD will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CM shall pay such cost.

## **3. TESTS**

1. The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CM furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CM of his responsibility to furnish satisfactory material. The CM shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

2. All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the BLCCDD. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CM and should be included in the bid items as such.

#### **4. TOOLS, PLANT AND EQUIPMENT**

1. If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the BLCCDD of such conditions. The Engineer will provide written notification to the CM of BLCCDD's quality and/or schedule concerns. The CM will respond in writing within five (5) business days of receiving the BLCCDD's notice and will propose remedial actions to address the quality and/or schedule concerns.

#### **5. COLLECTION AND DISPOSAL OF WASTE**

1. The CM shall collect waste from construction areas and elsewhere including construction debris from adjacent properties not controlled within the Project; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CM shall be responsible for the transportation and disposal costs of all waste construction materials.

#### **6. TREES**

1. It shall be the responsibility of the CM to protect all trees within the limits of the work and as designated by the Project Representative and Engineer.

#### **7. BURNING OF DEBRIS**

1. For any areas where the burning of debris is permitted, the CM will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile of material to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

## **8. MAINTENANCE OF TRAFFIC**

1. Where construction is located in public right of ways, traveled streets and roads, the CM shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic. The CM shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course. A copy of these certifications shall be submitted to the BLCCDD upon request.

## **9. PROTECTION AGAINST POLLUTION**

1. The CM shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any property.
2. CM shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

## **10. TEMPORARY FENCING AND BARRICADES**

1. The CM shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CM's personal property and materials. The BLCCDD shall not be held responsible for the loss, theft, or vandalism of the CM's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CM shall at his cost provide suitable flaggers to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CM prior to actual beginning of work. The CM shall, at his/her cost, remove all temporary protection from the work site upon completion of the work.

## **11. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES**

1. All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CM for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the BLCCDD's intent to obtain a high-quality job that will operate and

function with least maintenance costs. The CM shall, if requested by BLCCDD, furnish satisfactory evidence as to the kind and quality of materials.

2. Unless otherwise stipulated, the CM shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
3. The CM shall, at all times, enforce strict discipline and good order among his/her employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned.

## **12. GENERAL QUALITY AND STANDARDS**

1. To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work. When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.
2. The interests of the BLCCDD, the CM, and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.
3. General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade. These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CM by others are assumed to be matters governed by agreement between the CM and his/her Subcontractors and Suppliers and not by agreement between the BLCCDD and any Subcontractor or Suppliers.
4. Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor. The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on

the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

5. During the construction operations under this contract, the BLCCDD may elect to contract other work for the project. The CM shall coordinate his/her operations with those of any other such CMs as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such CMs or authorities will result.

### **13. PROJECT COORDINATION**

1. The CM shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CM shall make adequate provisions to accommodate items scheduled for later installation.
2. The CM shall inspect both the substrate and conditions under which the work is to be performed. The CM shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
3. The CM shall inspect materials or equipment immediately upon delivery and again prior to installation. The CM shall reject damaged and defective items.
4. The CM shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

### **14. COORDINATION WITH UTILITY COMPANIES**

1. CM shall coordinate with all utility installations. CM shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CM shall coordinate the installation of "sleeves" for the utility companies as may be required.
2. CM shall supply the BLCCDD with copies of all correspondence notifying the utility companies of his/her intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

## **15. SUPERVISION**

1. CM shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CM shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CM shall be responsible to see that the finished Work complies accurately with the Contract Documents.
2. If the CM, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his/her duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CM's risk.

## **16. CONSTRUCTION SUPERINTENDENT**

1. CM shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the BLCCDD. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The BLCCDD reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the BLCCDD in advance. All communications given to the superintendent shall be as binding as if given to CM.

## **17. SUBCONTRACTS**

1. The CM shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CM shall not employ subcontractors, unless they are approved by the Project Representative.
2. The CM agrees that he/she is as fully responsible to the BLCCDD for the acts and omissions of his/her subcontractors and of persons, either directly or indirectly, employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the BLCCDD.

## **18. PRE-CONSTRUCTION MEETING**

1. The BLCCDD shall schedule a meeting after the Notice of Award. The Project Representative, Engineer/Architect, and CM shall attend this mandatory meeting. The following items shall be completed:
  - a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule;
  - b. Designation of Personnel representing the parties in Contract, and the Engineer/Architect;
  - c. Use of premises by BLCCDD and the CM;
  - d. Survey layout and scheduling;
  - e. Security and housekeeping procedures;
  - f. Requirements for start-up of equipment; and
  - g. Inspection and acceptance of equipment put into service during construction period.
2. At least ten (10) days before submission of the first Application for Payment a conference attended by CM, Engineer/Architect and others as appropriate will be held to finalize the schedules submitted by the CM. The finalized progress schedule will be acceptable to Engineer/Architect as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer/Architect responsibility for the progress or scheduling of the Work nor relieve CM from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer/Architect as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer/Architect as to form and substance.

## **19. ORDER OF COMPLETION**

1. The CM shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CM proposes to carry on the work with dates on which the CM will start the several parts of the work and estimated dates of

completion of the several parts. The BLCCDD retains the right to dictate to the CM the order of completion of the work.

## **20. MATERIALS AND EQUIPMENT SCHEDULES**

1. As soon as practicable and after the date of award of contract and before any material or equipment is purchased, the CM will submit to the BLCCDD for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected. When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the BLCCDD for items not specified shall be obtained before they are permitted for use.

## **21. CONSTRUCTION MANAGER'S REQUESTS FOR INTERPRETATION (RFIs)**

1. Should the CM be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CM shall request that the Architect/Engineer (A/E), or BLCCDD Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CM shall comply with procedures specified herein to make Requests for Interpretation (RFIs).
2. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the A/E.
  - a. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
  - b. Each RFI shall be given a discrete, consecutive number for tracking and identification.
  - c. Each page of the RFI and each attachment to the RFI shall bear the BLCCDD's project name, project number, date, RFI number and a descriptive title.
  - d. CM shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject

to reimbursement from CM to BLCCDD for fees charged by A/E, A/E consultants and other design professionals engaged by the BLCCDD.

3. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CM. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CM.
  - a. CM shall review all subcontractor and supplier initiated RFIs and take actions to resolve issues of coordination, sequencing, and layout of the Work.
4. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CM's responsibility.
5. CM shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
6. Requested Information: CM shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
  - a. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CM shall furnish all information required for the A/E or BLCCDD's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CM shall proceed.
  - b. If information included with this type of RFI by the CM is insufficient, the RFI will be returned unanswered.
7. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
  - a. Approval of submittals;
  - b. Approval of substitutions;
  - c. Changes that entail change in Contract Time and Contract Sum; and

- d. Different methods of performing Work than those indicated in the Contract Drawings and Specifications.
8. Disputed Requirements: In the event the CM believes that a clarification by the BLCCDD's A/E, or Representative, results in additional cost or time, CM shall comply with the method for requesting a Change Order.
9. RFI Log: CM shall prepare and maintain a log of RFIs, and at any time requested by the BLCCDD's Representative, the CM shall furnish copies of the log showing all outstanding RFIs.
10. Review Time: A/E or BLCCDD Representative shall return RFIs to CM and within ten (10) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the ten-calendar day response period.

## **22. SUBMITTAL REQUIREMENTS OF CONSTRUCTION MANAGER**

1. Engineering data covering all equipment and fabricated materials, which will become a permanent part of the work under this development, shall be submitted to the District, for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports requires; performance characteristics; and dimensions needed for installation and correlations with other materials and equipment.
2. Before submission of each Shop Drawing or sample CM shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
3. All submittals, regardless of origin, shall be stamped with the approval of CM and identified with the name and number of the Submittal, Contractor's name, and references to applicable specification paragraphs. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.
4. CM's stamp of approval is a representation to the Engineer and BLCCDD that the CM accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that the CM has

reviewed or coordinated each submittal with the requirements of the work and the specifications.

5. All deviations from the specifications shall be identified on each submittal and shall be tabulated in CM's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by CM (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.
6. CM shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by the Engineer and BLCCDD have been taken into account. In the event that more than one resubmission is required due to failure of CM to account for exceptions previously noted, CM shall reimburse the Engineer and BLCCDD for charges for review of the additional resubmissions.
7. CM shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CM has satisfied CM's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.
8. Digital copies of each submittal shall be submitted to the Engineer and BLCCDD, by the CM for vendors and sub-contractors. The Engineer or BLCCDD will not accept submittals from anyone but the CM. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.), to indicate the sequence of the resubmittal.
9. Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CM shall make corrections required by Engineer, and shall return the Shop Drawings and submit as required new samples for review. CM shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

10. Engineer's review of Shop Drawings or samples shall not relieve CM from responsibility for any variation from the requirements of the Contract Documents unless CM has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CM from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.
11. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CM.

### **23. CHANGES IN THE WORK**

1. Any Change in the Work will be documented in writing and approved by the Engineer and BLCCDD in writing. Changes that increase the cost of the work may need to be approved by the BLCCDD Board of Supervisors depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by BLCCDD.
2. The Contract Price constitutes the total compensation payable to the CM for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CM shall be at their expense without change in the Contract Price.
3. The Contract Price may only be changed by a Change Order or Addendum to the Agreement. Any claim for an increase in the Contract Price, shall be delivered in writing to the BLCCDD and the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the BLCCDD and CM cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
4. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  - a. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved; or
  - b. By mutual acceptance of a lump sum; or

- c. On the basis of the cost of the work plus a CM's fee for overhead and profit.

#### **24. DETAIL DRAWINGS AND INSTRUCTIONS**

1. The Engineer will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

#### **25. OWNERSHIP OF DRAWINGS**

1. All drawings, specifications and copies thereof furnished by BLCCDD are the property of BLCCDD. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to BLCCDD, at the request of the BLCCDD upon the completion of the work.

#### **26. SURVEYS, PERMITS AND REGULATIONS**

1. The CM will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner. Horizontal Control furnished by the CM shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.
2. It shall be the responsibility of the CM to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site. The CM shall maintain and preserve all stakes and marks established and should such stakes or marks be carelessly or willfully destroyed or damaged by the CM, said stakes or marks shall be replaced by the CM at the expense of the CM.
3. The CM will furnish environmental permits unless otherwise specified. The CM shall obtain any and all required permits from all appropriate government agencies. Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CM. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CM unless otherwise specified. The CM shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CM observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer and BLCCDD in writing and any necessary changes shall be adjusted as provided in the

contract for changes in the work. If the CM performs work knowing it to be contrary to such laws, ordinances, rules and regulations the CM shall bear all cost arising there from.

## **27. ROYALTIES AND PATENTS**

1. There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CM shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the BLCCDD from all loss on account thereof. The above clause shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by BLCCDD and not offered or recommended by CM; or (ii) arising from modifications to the Project by BLCCDD after acceptance of the Project. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, BLCCDD shall defend, indemnify and hold harmless CM to the same extent CM is obligated to defend, indemnify and hold harmless BLCCDD.
2. The CM shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the BLCCDD harmless from loss on account thereof.

## **28. PROTECTION OF WORK AND PROPERTY**

1. The CM shall continuously maintain adequate protection of all his work from damage and shall protect the BLCCDD's property from injury or loss arising in connection with this contract. The CM shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CM including subcontractors. Damage or interruption to service resulting from failure to do so shall be repaired or restored by at the expense of the CM except such as may be directly due to errors in the contract documents or caused by the agents or employees of the BLCCDD.

## **29. DEDUCTIONS FOR UNCORRECTED WORK**

1. If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

### **30. DELAYS AND EXTENSION OF TIME**

1. If the CM is delayed at any time, in the progress of the work by an act of neglect of the BLCCDD or BLCCDD Employees, or by any other CM employed by the BLCCDD or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CM's control, or by delays authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.
2. No such extension will be made for delays occurring more than seven (7) days before claim therefore is made in writing to the Engineer and BLCCDD. In the case of a continuing cause or delay, only one claim is necessary.
3. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

### **31. CORRECTION OF WORK BEFORE FINAL PAYMENTS**

1. The CM shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CM shall promptly replace and re-execute his/her own work in accordance with the contract and without expense to the BLCCDD.
2. If the CM does not correct such condemned work and material within a reasonable time fixed by written notice, the BLCCDD may correct it at the expense of the CM. If the CM does not pay the expense of such correction within three (3) days thereafter, the BLCCDD may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CM.

### **32. THE BLCCDD'S RIGHT TO DO WORK**

1. If the CM should neglect to prosecute the work properly or fail to perform any provision of this contract, the BLCCDD after three (3) days written notice to the CM, may, without prejudice to any other remedy BLCCDD may have, make good such deficiencies at the CM expense.

### **33. REMOVAL OF EQUIPMENT**

1. In the case of annulment of this contract before completion, from any cause whatever, the CM, if notified to do so by the BLCCDD, shall promptly remove any part or all of his/her equipment and supplies from the property of the BLCCDD, failing which, the BLCCDD will have the right to remove such equipment and supplies at the expense of the CM.

### **34. USE OF COMPLETED PORTIONS**

1. Use by BLCCDD of any finished part of the Work, which has specifically been identified in the Contract Documents, or which BLCCDD, Engineer, and CM agree constitutes a separately functioning and useable part of the Work that can be used by BLCCDD without significant interference with CM's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
2. BLCCDD at any time may request CM in writing to permit the BLCCDD to use any such part of the Work which BLCCDD believes to be ready for its intended use and substantially complete. If CM agrees, CM will certify to the BLCCDD and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CM at any time may notify BLCCDD and Engineer in writing that CM considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, BLCCDD, CM, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, the Engineer will notify BLCCDD and CM in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
3. BLCCDD may at any time request CM in writing to permit the BLCCDD to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter BLCCDD, CM, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CM does not object in writing to BLCCDD and Engineer that such part of the Work is not ready for separate operation by BLCCDD, Engineer will finalize the list of items to be completed or corrected and will deliver such list to BLCCDD and CM together, with a written recommendation as to the division of responsibilities pending final payment between BLCCDD and CM with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the

Work, which will become binding upon BLCCDD and CM at the time when the BLCCDD takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, BLCCDD shall allow CM reasonable access to complete or correct items on said list and to complete other related Work.

4. If BLCCDD finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

### **35. FINAL PAYMENT APPLICATION**

1. Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:
  - a. Completion of Project closeout requirements;
  - b. Completion of items specified for completion after Substantial Completion;
  - c. Assurance that unsettled claims will be settled;
  - d. Transmittal of required project construction records to BLCCDD;
  - e. Final Clean Up as outlined in this Agreement.
2. Upon written notice from CM that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with BLCCDD and CM and will notify CM in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CM shall immediately take such measures as are necessary to remedy such deficiencies.
3. After CM has completed all such corrections to the satisfaction of Engineer / BLCCDD and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CM may make application for final payment following the procedure for progress payments. The final Application for

Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to BLCCDD) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by BLCCDD, CM may furnish receipts or releases in full; an affidavit of CM that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which BLCCDD or BLCCDD's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CM may furnish a Bond or other collateral satisfactory to BLCCDD to indemnify BLCCDD against any Lien.

4. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CM's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to BLCCDD for payment. Thereupon Engineer will give written notice to BLCCDD and CM that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CM, indicating in writing the reasons for refusing to recommend final payment, in which case CM shall make the necessary corrections and resubmit the Application. Thirty days after presentation to BLCCDD of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by BLCCDD to CM.
5. If, through no fault of CM, final completion of the Work is significantly delayed and if Engineer so confirms, BLCCDD shall, upon receipt of CM's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by BLCCDD for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CM to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### **36. CONSTRUCTION MANAGER'S CONTINUING OBLIGATION**

1. CM's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by BLCCDD to CM under the Contract Documents, nor any use or occupancy of the Work or any part thereof by BLCCDD, nor any act of acceptance by BLCCDD nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by BLCCDD will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CM's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

### **37. DAMAGES**

1. Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials. No remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **38. EQUIPMENT STARTUP**

1. Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and BLCCDD in accordance with the specifications. The CM shall provide 30-days' notice to the Engineer and BLCCDD of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the BLCCDD's operational schedule with consideration of the schedule needs of the Engineer and CM.

### **39. COMPLETION OF WORK**

1. The CM shall be considered "substantially complete" when the equipment and systems have been used without failure for fourteen (14) continuous days, and in the opinion of the BLCCDD, it's Project Representative, and Engineer of Record, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the BLCCDD to

occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he/she shall indicate this to the BLCCDD in writing with copies to the CM. The date of contract completion shall be the same date at which the CM is considered substantially complete by the Engineer.

#### **40. ACCEPTANCE OF FINISHED WORK**

1. The BLCCDD shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CM shall furnish to the Engineer or BLCCDD Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

#### **41. FINAL CLEAN UP**

1. The CM shall complete all cleaning operations before requesting final inspection. The CM shall, as directed by the Project Representative, remove from BLCCDD's property and from all public and private property, at his/her own expense, all temporary structures, rubbish, and waste materials resulting from his/her operation. The CM shall remove temporary protection and facilities installed for protection of the work during construction. The CM shall rake the grounds that are neither paved nor planted to a smooth, even textured surface
2. The CM shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CM shall not burn waste materials. The CM shall not discharge volatile, harmful or dangerous materials into drainage systems. The CM shall remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the property of BLCCDD at the discretion of BLCCDD. The CM shall arrange for the disposition of these materials as directed by BLCCDD.

#### **42. GUARANTY**

1. CM warrants and guarantees to BLCCDD that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the BLCCDD and Engineer. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

2. All equipment, materials and installation and workmanship furnished by the CM under the terms of the Agreement, shall be guaranteed by the CM against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of one (1) year or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the BLCCDD, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the BLCCDD, by the CM or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the BLCCDD, provided however, that where any item or equipment or material comes with a manufacturer's warranty of ONE (1) year or longer, that warranty shall take precedence over the warranty of CM hereunder.

#### **43. RIGHTS OF VARIOUS INTERESTS**

1. Wherever work being done by the BLCCDD's forces, or by the other CM, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

#### **44. SEPARATE CONTRACTS**

1. The BLCCDD reserves the right to let other contracts in connection with this work. The CM shall afford other CM's reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.
2. If any part of the CM's work depends, for proper execution or results upon the work of any other CM, the CM shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other CM's work as fit and proper for the reception of his work, except as to defects which may develop in the other CM's work after the execution of the work.
3. To insure the proper execution of his/her subsequent work, the CM shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

#### **45. INTENT OF DOCUMENTS**

1. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work,

materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated.

2. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of BLCCDD, CM, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.
3. If, during the performance of the Work, CM finds a conflict, error or discrepancy in the Contract Documents, CM shall so report to Engineer and BLCCDD in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CM shall not be liable to BLCCDD or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CM had actual knowledge thereof or should reasonably have known thereof.

#### **46. CONSTRUCTION MANAGER'S UNDERSTANDING**

1. CM has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the BLCCDD, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

#### **47. FAMILIARITY WITH LAWS**

1. The CM is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CM will in no way relieve him from responsibility.

#### **48. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

1. It is the duty of the CM to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.
2. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CM believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CM shall notify BLCCDD in accordance with this Agreement.
3. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.
4. When functioning as interpreter and judge under this Article, Engineer will not show partiality to BLCCDD or CM and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any

which have been waived by the making or acceptance of final payment as permitted by the Agreement) will be a condition precedent to any exercise by BLCCDD or CM of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **49. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES**

1. Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CM, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
2. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.
3. Engineer will not be responsible for CM's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CM's failure to perform or furnish the Work in accordance with the Contract Documents. Engineer will not be responsible for the acts or omissions of CM or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### **50. SAFETY AND PRECAUTION**

1. CM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CM shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - a. All employees on the Work and other persons and organizations who may be affected thereby;
  - b. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto, including

trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

2. CM shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. CM shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CM, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CM (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of BLCCDD or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CM). CM's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to BLCCDD and CM that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
3. CM shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CM's superintendent unless otherwise designated in writing by CM to BLCCDD. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CM, without special instruction or authorization from Engineer or BLCCDD, is obligated to act to prevent threatened damage, injury or loss. CM shall give Engineer and BLCCDD prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

## **51. RECORD DOCUMENTS**

1. CM shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record

documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for BLCCDD. Upon delivery of such documents to Engineer, the CM shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

2. Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.
3. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

## **52. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES**

1. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to BLCCDD or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  - a. BLCCDD and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
  - b. CM shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.
2. The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as

used in this subsection titled "Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

3. The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CM shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.
4. Damage, injury, or loss resulting in whole or in part from the CM's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the BLCCDD or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.
5. With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CM discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CM shall promptly notify in writing the BLCCDD, Engineer and the Utility. The BLCCDD may make changes in the alignment and grade of the work.
6. At no additional cost to the BLCCDD, the CM shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the BLCCDD, the CM shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his/her own forces, or permitting the work to be done by the CM.

### **53. PHYSICAL CONDITIONS**

1. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer

in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

2. Unforeseen Conditions: CM shall promptly notify BLCCDD and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise BLCCDD in writing if further investigation or tests are necessary.
3. Promptly thereafter, BLCCDD shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CM. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CM, a Change Order shall be issued incorporating the necessary revisions.

#### **54. SUBSTANTIAL COMPLETION**

1. When CM considers a portion of or the entire Work ready for its intended use, CM shall notify BLCCDD and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CM as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, BLCCDD, CM, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CM in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to BLCCDD a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
2. BLCCDD shall have fourteen (14) days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen (14) days after submission of the tentative certificate to BLCCDD notify CM in writing, stating the reasons therefore. If, after consideration of BLCCDD's objections, Engineer considers the Work substantially complete, Engineer shall within fourteen (14) days execute and deliver to BLCCDD and CM a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from BLCCDD.

3. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to BLCCDD and CM a written recommendation as to division of responsibilities pending final payment between BLCCDD and CM with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless BLCCDD and CM agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on BLCCDD and CM until final payment.
4. BLCCDD shall have the right to exclude CM from the Work after the date of Substantial Completion, but BLCCDD shall allow CM reasonable access to complete or correct items on the tentative list.

#### **55. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK**

1. Engineer and Engineer's representatives, other representatives of BLCCDD, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CM shall provide proper and safe conditions for such access. CM shall give Engineer and BLCCDD timely notice of readiness of the Work for all required inspections or tests.
2. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CM shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CM shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with BLCCDD's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CM's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by the CM (unless otherwise specified).
3. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to BLCCDD and CM (or by Engineer if so specified).
4. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CM's expense unless CM has given Engineer timely notice of CM's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. If any Work is covered contrary to

the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CM's expense.

5. Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CM from CM's obligations to perform the Work in accordance with the Contract Documents.
6. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CM, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment.
  - a. If it is found that such Work is defective, CM shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and BLCCDD shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions.
  - b. If, however, such Work is not found to be defective, CM shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CM may make a claim therefore as provided in Special Conditions.
7. If the Work is defective, or CM fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, BLCCDD may order CM to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of BLCCDD to stop the Work shall not give rise to any duty on the part of BLCCDD to exercise this right for the benefit of CM or any other party.
8. If required by Engineer, CM shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CM shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

## **56. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE BLCCDD**

1. If, instead of requiring correction or removal and replacement of defective Work, BLCCDD (and, prior to Engineer's recommendation of final payment) prefers to accept it, BLCCDD may do so. CM shall bear all direct, indirect and consequential costs attributable to BLCCDD's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and BLCCDD shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, BLCCDD may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CM to BLCCDD.
2. If CM fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CM fails to perform the Work in accordance with the Contract Documents, or if CM fails to comply with any other provision of the Contract Documents, BLCCDD may, after fourteen (14) days' written notice to CM, correct and remedy any such deficiency.. To the extent necessary to complete corrective and remedial action, BLCCDD may exclude CM from all or part of the site, take possession of all or part of the Work, and suspend CM's services related thereto, take possession of CM's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which BLCCDD has paid CM but which are stored elsewhere. CM shall allow BLCCDD, BLCCDD's representatives, agents and employees such access to the site as may be necessary to enable BLCCDD to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of BLCCDD in exercising such rights and remedies will be charged against CM in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and BLCCDD shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, BLCCDD may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CM's defective Work. CM shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by BLCCDD of BLCCDD's rights and remedies hereunder.

## **57. MEDIATION**

1. As a condition precedent to any arbitration, filing of any suit, or other legal proceedings, the parties shall endeavor to resolve any claim, dispute or other matter in question by mediation. Mediation shall be initiated by either party by serving a written request for same on the other party and shall take place in Marion County, Florida for which the Project is located. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. The mediator's fee shall be paid in equal shares by each party to the mediation.

## **58. ARBITRATION**

1. Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him/her in writing and setting forth in such notice the question(s) to be arbitrated.
2. Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he/she does not wish to arbitrate or failure of Party B to notify Party A within the ten (10) day period will give Party A the right to institute a court action.
3. If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
4. If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.
5. Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

6. If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.
7. The CM shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.
8. The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the BLCCDD's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.
9. At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.
10. The surety shall be bound by the arbitration award to the same extent as the CM is bound.
11. The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction. The location of any and all arbitration proceedings shall be in Marion County, Florida.

Exhibit "B"

# Bay Laurel Utility Operations Facility



## GMP #1 Early Sitework, Fueling System & Electrical Equipment

March 12, 2026

Presented by Wharton-Smith (CMAR)



Wharton-Smith Contact:  
Ashley Goldberg – Preconstruction Manager  
agoldberg@whartonsmith.com

Architect: JL2 Architecture

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## SECTION 1 – EXECUTIVE SUMMARY

March 12, 2026

Mr. Bryan Schmalz  
Utility Director

Re: Bay Laurel Center CDD  
Utility Operations Facility – GMP #1 Early Sitework, Fueling System & Electrical Equipment

Dear Mr. Schmalz:

On behalf of Wharton-Smith, Inc., we are pleased to submit our Guaranteed Maximum Price (GMP) proposal for the Utility Operations Facility. We appreciate the opportunity to continue our partnership and advance this project into the construction phase.

This GMP proposal is in accordance with the 90% Construction Documents and Addendum #1 dated 02/27/2026 prepared by JL2 Architecture. Our team has worked closely with the design consultants and trade partners to ensure that the pricing reflects a complete, coordinated, and constructible scope of work.

The proposed Guaranteed Maximum Price of **\$5,822,073** includes all direct construction costs, general conditions, insurance, bonds, contingencies, and fees as detailed in the supporting documentation. A comprehensive breakdown of bid packages is provided in the supporting documentation following this letter.

GMP #1 includes the following bid packages:

1. Sitework
  - a. Site Clearing, Excavation, and Mass Grading
  - b. Building Pad Preparation
  - c. Underground Utilities
2. Fueling System
  - a. A complete turn-key fuel system
  - b. (1) 8,000 Gallon 3 compartment Fuel Tank
  - c. Turn-key electrical system and equipment for the fueling system
3. Electrical
  - a. Main Electrical Distribution Panel
  - b. Diesel Generator Set

Thank you for your continued trust and partnership. We look forward to successfully delivering this project together.

Sincerely,



Ashley Goldberg  
Preconstruction Manager  
Wharton-Smith, Inc.

## SECTION 2 – GMP COST PROPOSAL

PLEASE REFERENCE THE ATTACHED DOCUMENTS

1. Cost Summary
2. Direct Costs
3. General Conditions
4. General Requirements
5. Risk Register
6. Bid Tabulations and Recommendations of Award



**Bay Laurel Center CDD - UTILITY OPERATIONS FACILITY**

**GMP**

**3/12/2026**

**COST SUMMARY**

		LABOR	MATERIALS	SUBS	TOTALS	COMMENTS
<b>Total Direct Costs</b>			\$ 278,649	\$ 3,205,871.00	\$ 3,484,520	Carried full GR's in GMP1. GMP2 will have no GR's
<b>Total GC's</b>		\$ 1,506,447	\$ -		\$ 1,506,447	Carried full GC's in GMP1. GMP2 will have no GC's
<b>Project Contingency</b>				\$ 206,091	\$ 206,091	
<b>Escalation Contingency</b>				\$ 34,665	\$ 34,665	
<b>Permits</b>				\$ 7,278	\$ 7,278	Allowance \$1.25 per \$1000 of contract value
<b>CONSTRUCTION COSTS</b>		<b>\$1,506,447</b>	<b>\$278,649</b>	<b>\$3,446,627</b>	<b>\$5,239,001</b>	
<b>Fee</b>	<b>9.00%</b>			\$ 463,705	\$ 463,705	
<b>Bond</b>				\$ 47,826	\$ 47,826	
<b>Insurance</b>				\$ 71,541	\$ 71,541	
<b>PROJECT TOTAL COST</b>		<b>\$0</b>	<b>\$0</b>	<b>\$4,029,699</b>	<b>\$5,822,073</b>	
<b>Current</b>			<b>Total w/o Cont.</b>	<b>Contingency</b>	<b>Total w/ Cont.</b>	

# Direct Cost Worksheet



25-079 Bay Laurel CDD Utility Operations Facility  
Bay Laurel Community Development District

## Subcontractor Bid Leveling and Selection

LINE	Specification	DESCRIPTION	Subcontractor 1	Subcontractor 2	Subcontractor 3	Subcontractor 4	Subcontractor 5	Subcontractor 5
		0						
2	231200	Fuel Equipment (Bid Package 2)	Bid Package 2					
3				Incomplete	Declined			
4			<b>JF Petrolrum</b>	<b>Andrew Bell</b>	<b>Guardian Fueling Tech.</b>	Subname	Subname	Subname
5			974,165	375,480				
6		Fueling Equipment	x	no conc., canopy, lighting				
7		8,000 Gal Fire Rated Tank w/Catwalk (2K gal Gas, 3K gal Off-road Diesel, 3k gal Diesel)	x	elect LV scope unkonwn				
8		Monitoring & Alarm System	x					
9		Dispensing Equipment (x5)	x					
10		Fuel Management System (Magstripe readers software, monitoring)	x					
11		Island Equip: Concrete, Canopy, Columns, Bollards, Canopy & Lighting	x					
12		Decals, Extinguishers Warning signs, etc.	x					
13		EPO located by Panel & Pump Controlers	x					
14		Add Option to increase Canopy Size	Add \$27,666.56					
15		Deduct the DEF dispenser	Removed from rev. price					
16								
17		Sub Bonding	21,432	11,264	-	-	-	-
18		Adjustment from WSI estimate to subcontractor	<b>995,597</b>	<b>386,744</b>	-	-	-	-
19			0.022	0.03	0.02	0.02	0.02	0.02
20			JF Petrolrum	Andrew Bell	Guardian Fueling Tech.	Subname	Subname	Subname
23	265000	Generator & Switchboards (Bid Package 3)	Bid Package 3					
24								
25			<b>Electrical Svcs. Inc.</b>	<b>Ciraco Electric</b>	<b>Mid-State Electric</b>	Vintage Electric	Coranet	Subname
26		Emergency Generator	278,334	300,617	1,545,200			
27		Diesel Generator (250kW 72 hr runtime-100% load, w/160MPH enclosure) w/enclosure)	CAT Alt. carried	CAT base bid	CAT			
28		ATS	x	x	x			
29		Docking Station	x	x	x			
30		Switchboards & Panels						
31		MDP Switchboard 1200AMP 460V-3ph	x	x	x			
32		Scoping						
33		Set generator	x	x	x			
34		Warranty	x	x	x			
35		Fuel for start up	x	EXCLUDED				
36								
37			23 weeks	Submittal times ONLY	20 Weeks			
38		Sub Bonding	2,783	6,012	20,000	-	-	-
39		Adjustment from WSI estimate to subcontractor	<b>281,117</b>	<b>306,629</b>	<b>1,565,200</b>	-	-	-
40			0.01	0.02	0.01	0.02	0.02	0.02
41			Electrical Svcs. Inc.	Ciraco Electric	Mid-State Electric	Vintage Electric	Coranet	Subname

		Bid Package 1						
44	310000	Site Earthwork, Utilities & Paving (Bid Package 1)	Rev. 90% Docs Bid	Rev. 90% Docs Bid	NO 90% Docs Rev. Bid	Rev. 90% Docs Bid	Rev. 90% Docs Bid	Rev. 90% Docs Bid
45			Ciraco Underground	Counts	Earthmovers, Inc.	Grovin	Harty Tractor	Dale Beasley
46			1,910,056	1,980,145		2,344,960	2,514,701	2,833,579
47	310000	Site Earthwork & Utilities						
52								
53		General Conditions/Misc. (MOT, Temp Parking/Water, Crane Path, Testing, Cert. As-Builts)	194,000	x	170,200	67,248	71,950	141,297
54		Erosion Control	24,885	x	50,976	281,337	34,448	6,611
55		Clear & Grub	45,750	x	20,814	Incl. in Erosion Control	36,337	Incl. in earthwork
56		Earthwork	116,856	x	203,092	203,814	282,274	186,051
57		Sanitary Sewer	21,638	x	All Utilities	130,132	46,224	130,710
58		Lift Station	Incl. in force main	x	639,442	Incl. in Sanitary Sewer	87,100	Incl. in sanitary sewer
59		Force Main & Fittings	113,860	x		Incl. in Sanitary Sewer	35,730	Incl. in sanitary sewer
60		Storm Drainage	392,113	x		458,268	555,866	577,808
61		Domestic Water	58,222	x		72,072	90,994	76,238
62		Fire	34,922	x		44,740	52,930	51,654
63		Paving / Roadway	805,631	x	948,000	1,011,210	1,069,038	1,378,964
64		Subbase for Concrete Areas	x	x		x	2,988	Incl. in paving
65		Concrete (D curb and valley gutters)	x	x		x	8,791	Incl. in paving
66		Striping	x	x		x	5,850	Incl. in paving
67		Seed Sod	45,000	x	121,284	Incl. in Erosion Control	63,360	Incl. in earthwork
68		Reclaim Main	57,179			55,935	70,821	62,945
69		Alternates, Sub Scoping & Unit Prices						
70		Roof Drains	x			x	x	Incl. in storm drainage
71		Sales Tax	x	x		20,203		x
72		8" limerock Crane Roads unit cost	x	x		Incl. in base bid	215,000	170,150
73		6" limerock Temp Parking unit cost	x	x		Incl. in base bid	47,520	39,059
74		3" Temp Water Service	x	24,000		Incl. in base bid	25,000	12,092
75								
76		Sub Bonding	19,101	24,250	43,076	35,174	42,033	56,672
77		Adjustment from WSI estimate to subcontractor	1,929,157	2,028,395	2,196,884	2,380,134	2,844,254	2,890,251
78			0.01	0.0121	0.02	0.015	0.015	0.02
79			Ciraco Underground	Counts	Earthmovers, Inc.	Grovin	Harty Tractor	Dale Beasley
80					Incomplete Scope			

# General Conditions



25-079 Bay Laurel CDD Utility Operations Facility  
 Bay Laurel Community Development District

3/11/2026

LINE	DESCRIPTION			UNIT	TOTALS	COMMENTS
ITEM		QTY		PRICE		
1						
2	For Preconstruction staffing see Precon tab for separate worksheet.					
3						
4	<b>Project Management Team</b>	-				<b>\$1,506,447</b>
6	Project Director	1.50	mo	30,310.00	45,465	
8	Project Manager	15.20	mo	26,499.60	402,794	
10	General Superintendent	1.50	mo	29,270.80	43,906	
12	Superintendent	15.50	mo	26,499.60	410,744	
14	Project Engineer	15.20	mo	16,280.80	247,468	
15	Field Engineer	11.50	mo	16,280.80	187,229	
18	Operations Coordinator	3.20	mo	15,934.40	50,990	
19	Project Accountant	3.00	mo	20,957.20	62,872	
20	Safety Engineer	1.50	mo	23,728.40	35,593	
21	Scheduler	1.30	mo	14,912.52	19,386	
26	Staffing Check	OK				
27	Total Months of Staff	69.40	mo	0.00	0	
37						
38						
39	<b>TOTAL GENERAL CONDITIONS</b>	-			<b>1,506,447</b>	

# General Requirements



Bay Laurel CDD Utility Operations Facility  
Bay Laurel Community Development District

497 dy  
71 wk  
17 mo

25-079  
11-Mar-26

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTALS	COMMENTS
3	<b>Project Documentation</b>	-				<b>\$12,250</b>
4	Project signs	1	ea	1,500.00	1,500	
5	Informational signage	1	ls	750.00	750	
7	Photographs (Monthly - progress)	0	mo		0	Not required per owner
8	Photographs (Final project - professional)	0	ls		0	Not required per owner
16	SWPPP Maintenance - Initial Setup	1	sum	1,500.00	1,500	
17	SWPPP Maintenance	17	mos	500.00	8,500	
20	<b>Trailer Facilities</b>	-				<b>\$90,940</b>
22	Field office - W/S - rent (see comments for rates) state size	17	mo	1,700.00	28,900	
23	Field office - set up & remove	1	ea	11,500.00	11,500	
24	Field office supplies	17	mo	300.00	5,100	
25	Production planning start-up kits	1	ea	1,800.00	1,800	
26	Field Office Cleaning	17	mo	300.00	5,100	
27	Mail & Courier costs	17	mo	250.00	4,250	
28	Data / Cable - install & remove temp system - W/S	1	ls	2,000.00	2,000	
29	Data / Cable - monthly charges - W/S	17	mo	300.00	5,100	
31	Field office furnishings - rental	17	mo	500.00	8,500	
32	Copier/Printer/Scanner for trailer - includes maintenance	17	mo	525.00	8,925	
33	Temporary sewage holding tanks	17	mo	220.00	3,740	Florida Express \$100 delivery - 1x per week = \$200/month
35	Storage & tool trailers	17	mo	225.00	3,825	
36	Storage & tool trailers - set up & remove	1	ea	500.00	500	
37	Bottled water for the management personnel	17	mo	100.00	1,700	
41	<b>Owner/Architects Office - check specification if required</b>	-				
48	<b>Temporary Facilities for Construction</b>	-				<b>\$28,950</b>
49	Water - install & remove temporary system	0	ls		0	No charge from BLCDD
50	Water - temporary meter installation if required	0	ls		0	No charge from BLCDD
51	Water for construction	0	mo		0	No charge from BLCDD
52	Electric - install/remove temp system	1	ls	3,500.00	3,500	
53	Electric - temporary meter installation if required	1	ls	2,500.00	2,500	
54	Electric - monthly charges	17	mo	500.00	8,500	
56	Temporary toilets ( 1 / 40 tradesmen)	17	mo	850.00	14,450	Min req 2 toilets 1 wash 2x/week = \$425/month
57	Temporary parking for tradesmen		sf		0	
58	Temporary roadway		sf		0	
59	Temporary roadway - maintain		mo		0	
60	Dust Control (water truck)		mo		0	
61						
62	<b>Construction Equipment &amp; Tools</b>	-				<b>\$8,500</b>
63	Small tools & supplies	17	mo	500.00	8,500	
85	<b>Safety &amp; Security</b>	-				<b>\$100,223</b>
86	Overhead Sentinel at site entry - warns operators of overhead power lines	0	sum		0	
87	Construction Fencing	0	ft		0	Site already fenced
88	Gates	0	ea		0	
90	Safety meetings	17	mo	300.00	5,100	
93	Preventative medicine	1	ls	500.00	500	
95	Clean-up throughout duration of project	71	wk	860.00	61,060	
96	Clean-up at end of project - Final Cleaning	17,826	sf	0.50	8,913	
98	Dumpsters during sitework	3	pulls	550.00	1,650	1.0 per mo
99	Dumpsters during structure	8	pulls	550.00	4,400	2.0 per mo
100	Dumpsters during enclosure	6	pulls	550.00	3,300	3.0 per mo
101	Dumpsters during finishes	12	pulls	550.00	6,600	3.0 per mo
102	Dumpsters during punch out	4	pulls	550.00	2,200	2.0 per mo
108	Fire Extinguishers	12	ea	125.00	1,500	
109	Existing surfaces protection	5,000	sf	1.00	5,000	
111	<b>Project Start Up</b>	-				<b>\$19,738</b>
112	Start up electric consumption charges	30,431	sf	0.32	9,738	Includes Pole Barn (lights, fans, receptacles)
116	Final site survey	1	ea	10,000.00	10,000	
117		-				
118	<b>TOTAL GENERAL REQUIREMENTS</b>	-			<b>\$260,601</b>	

RISK REGISTER												3/11/2026	
Project: Bay Laurel Utility Operations Facility						Design Phase: GMP 1							
Risk Identification			Risk Assessment				Risk Control Measures		Risk Allocation				Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
<b>General Items</b>													
1	Adverse Weather	Adverse Weather	New	\$22,820	20	100%	Provide for reasonable float in schedule and create emergency response plan.	Owner	\$22,820		\$22,820	\$0	
2	Permitting Delays	Permitting	New	\$15,213	10	25%	Engage Agency and Shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.	Owner	\$3,803		\$3,803	\$0	
3	Procurement / Delivery Delays	Procurement	New	\$22,820	20	5%	Early procurement on key equipment and materials. Includes submittal approval delays.	Contractor	\$1,141		\$1,141	\$0	
4	Construction Delays / Subcontractor Performance	Construction Schedule	New	\$17,115	15	10%	Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.	Contractor	\$1,712		\$1,712	\$0	
5	Critical Path Delays - Owner Evaluation and Decision Making	Construction Schedule	New	\$22,820	15	5%	Owner representative to be responsible for timely decisions and issuing contract amendments in a timely manner for procurement to be expedited.	Owner	\$1,141		\$1,141	\$0	
<b>Design Items</b>													
6	Design Changes	Design	New	\$357,257	20	20%	Limit scope to only those items identified in bid documents.	Owner	\$71,451		\$71,451	\$0	
7	Owner Requested Revisions	Owner Operational Impacts	New	\$172,816	10	20%	Early coordination with IT department, maintenance team, and end users.	Owner	\$34,563		\$34,563	\$0	
8	Reintegration of excluded scope of work after construction start.	Excluded Scope	New	\$33,200	10	10%	Early identification and prioritizing of potential scope of work to be include in the final project scope.	Owner	\$3,320		\$3,320	\$0	
9	Potential drawing conflicts between finalized Civil Scope and MEP/FP scope still in progress	Design	New	\$377,950	5	10%	Eliminate or mitigate drawing conflicts before construction through structured coordination, controlled change management, and clear accountability	Owner	\$37,795		\$37,795	\$0	
10	Potential electrical equipment sizing or conflicts between early package one-line and final electrical design requirements	Design	New	\$56,223	5	15%	Mitigate drawing conflicts before construction through structured coordination, controlled change management, and clear accountability	Owner	\$8,434		\$8,434	(\$0)	
11	Fueling Station, delegated design, conflicts with final design components and/or environmental controls	Design	New	\$199,113	5	10%	Mitigate drawing conflicts before construction through structured coordination. Include clear, contract-backed design controls, environmental verification steps, and contingency funding in the GMP to mitigate cost/schedule drift and regulatory exposure from delegated-design conflicts	Owner	\$19,911		\$19,911	\$0	
<b>Project Execution Items</b>													
12	Material Escalations	Price Escalation	New	\$228,350	0	0%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement.	Contractor	\$0	Cost offset by escalation contingency		\$0	
<b>Start-Up &amp; Closeout Items</b>													
<b>PROJECT TOTALS</b>				<b>\$1,525,699</b>	<b>135</b>				<b>\$206,091</b>	<b>\$0</b>	<b>\$206,091</b>		

**Bay Laurel Utilities Operations Center - Early Work**  
**2/11/2026**  
**Bid Tabulations & Evaluations**

Bid Pkg	Bid Scope	Total Adjusted Price	Bid Evaluator	Comments
<b>1</b>	<b>Sitework</b>		<b>Bids Reviewed By:</b> James Manyette Ashley Goldberg	
	Earthmovers	\$ 2,196,883		
	Counts Construction	\$ 2,028,104		
	Ciraco Underground	\$ 1,929,157		
	Grovin Construction	\$ 2,380,134		
	Dale Beasley Construction	\$ 3,111,552		
	Thaine Harty/Matt Milazzo/Bruce Cook	\$ 2,839,942		
<b>2</b>	<b>Fueling System</b>		<b>Bids Reviewed By:</b> James Manyette Ashley Goldberg	
	JF Petroleum Group	\$ 1,023,264		
	Guardian Fueling Technologies	NO BID		
	Andrew Bell Inc.	\$ 386,744		Incomplete Scope
<b>3</b>	<b>Electrical Equipment</b>		<b>Bids Reviewed By:</b> James Manyette Ashley Goldberg	
	ESI	\$ 281,117		
	Ciraco	\$ 306,630		
	Mid State Electric of Ocala Inc	\$ 1,565,200		
	Terry's Electric	NO BID		
	Bright Future Electric	DECLINED BID		
	Kalos Services, Inc	DECLINED BID		

**Bid Package #:** 1  
**Bid Package Name:** Sitework  
**Project Name:** Bay Laurel Utilities Operations Center - Early Work  
**Owner:** Bay Laurel Center CDD  
**Bid Date:** 02/11/26

		Earthmovers		Counts Construction		Ciraco Underground		Grovin Construction		Dale Beasley Construction		Harty Tractor	
		Les Furmanski (352) 236-1400 les@earthmovers-inc.com		Brandon Delk (352) 692-3506 brandon@counts.cc		Justin Ciraco (352) 347-2035 jciraco@ciracounderground.com		Kye Elliott 352-204-0102 kye-elliott@grovin.com		Randy Crozier/Don Bostick 407-616-8769 randall@teamdbc.com		Thaine Harty/Matt Milazzo/Bruce Cook (386) 775-1005 thaine@hartytractor.com	
<b>Total Adjusted Bid:</b>		\$ 2,196,883.00		\$ 2,028,104.41		\$ 1,929,156.81		\$ 2,380,134.00		\$ 3,111,552.19		\$ 2,839,941.52	
<b>Base Bid Line Items</b>													
Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary/Work	1	EA	\$ 2,153,807.00	\$ 2,153,807.00	\$ 1,980,144.65	\$ 1,980,144.65	\$ 1,910,056.25	\$ 1,910,056.25	\$ 2,344,960.00	\$ 2,344,960.00	\$ 2,833,579.60	\$ 2,833,579.60
2.	Payment & Performance Bond	1	EA	\$ 43,076.00	\$ 43,076.00	\$ 23,959.76	\$ 23,959.76	\$ 19,100.56	\$ 19,100.56	\$ 35,174.00	\$ 35,174.00	\$ 56,671.59	\$ 56,671.59
<b>Bid Alternates (Optional)</b>													
Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.	See Bid Form	1	LS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2.	See Bid Form	1	LS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Base Bid Subtotal:</b>				\$ 2,196,883.00		\$ 2,004,104.41		\$ 1,929,156.81		\$ 2,380,134.00		\$ 2,890,251.19	
<b>Bid Alternate Total:</b>				\$ -		\$ -		\$ -		\$ -		\$ -	
<b>Total Bid:</b>				\$ 2,196,883.00		\$ 2,004,104.41		\$ 1,929,156.81		\$ 2,380,134.00		\$ 2,890,251.19	
<b>Bid Form Requirements</b>													
Bid Form Requirements				X		X		X		X		X	
Acknowledged Addenda				X		X		X		X		X	
Clarifications / Exceptions				X		X		X		X		X	
Value Engineering Proposal						X				X			
Item No:	Scheduled Lead Times for Deliverables and Construction	Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete	
1.	MDP Switchboard & Diesel Generator Set Submittal Package	N/A		N/A		N/A		N/A		Listed "Not included" on Bid Form		N/A	
2.	Lead Time for Mobilization	10 days		30 days		N/A		N/A		Minimum 2 weeks		Listed "Not included" on Bid Form	
<b>Notes</b>													
				Incomplete scope: Did not provide a revised bid for Add 5		Submitted revised bid (Add 5) Crane road & Temp Parking included in Base Bid		Submitted revised bid (Add 5) Bid Adjustments included in Base Bid		Submitted revised bid (Add 5) late Bid Adjustments included in Base Bid		Submitted revised bid (Add 5)	
<b>Post Bid Adjustments</b>													
Item No:	Value Engineering	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Value Engineering Items:</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Bid Review Corrections / Adjustments:</b>				\$ -	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ 221,301.00	\$ 287,520.00
<b>Total Adjusted Bid:</b>				\$ 2,196,883.00	\$ 2,028,104.41	\$ 1,929,156.81	\$ 2,380,134.00	\$ 3,111,552.19	\$ 2,839,941.52				

Recommend *Ciraco Underground* as the lowest responsive bidder.

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Sitework**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
comest@whartonsmith.com

Bid Package No: **01**

**Bidder Information:**

Company: Ciraco Underground, Inc.  
 Contact Name: Scott O'Neal Title: Project Manager  
 Address: 8670 E Hwy 25, Belleview, FL 34421  
 Phone Number: 352-347-2035 Email: SOneal@ciracounderground.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder's Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/2026</u>	No.: <u>3</u>	Addendum Date: <u>2/9/2026</u>
No.: <u>2</u>	Addendum Date: <u>2/6/2026</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$ 1,754,561.22	\$ 1,754,561.22
2.	Payment & Performance Bond Rate	1	LS	% 1 %	\$ 17,545.61
				<b>Total Bid:</b>	\$ 1,772,106.83

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	N/A
2.	Lead Time for Mobilization	2 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.

Signature

Justin Ciraco Vice President

Print Name / Title

2/11/2026

Date

---

**Re: Bay Laurel Field Operation Bid**

---

**From** Scott Oneal <SOneal@ciracounderground.com>

**Date** Wed 2/11/2026 2:02 PM

**To** Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**2 weeks for mobilization.**

Thanks

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---

**From:** Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**Sent:** Wednesday, February 11, 2026 12:21:14 PM

**To:** Scott Oneal <SOneal@ciracounderground.com>; Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**Subject:** Re: Bay Laurel Field Operation Bid

We confirm receipt of your proposal. Can you confirm what your lead time for mobilization would be?

We will review everything else and reach out if we have any questions or need any further information.

Thank you,

**Nichole Voitel | Senior Preconstruction Services Specialist | Water  
Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL 32771

Office: (407) 321-8410 x3622

---

**From:** Scott Oneal <SOneal@ciracounderground.com>

**Sent:** Wednesday, February 11, 2026 9:28 AM

**To:** Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**Subject:** Bay Laurel Field Operation Bid

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

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P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

**Bay Laurel**

Description	Quantity	UM	Item Unit	Item Total
<b>A.) <u>Erosion Control</u></b>				
1 Install Type-III Silt Fence	3,116	LF	2.50	7,790.00
2 Silt Fence Maintenance	1,558	LF	2.50	3,895.00
3 SWPPP Permit & Monitoring	1	LS	3,000.00	3,000.00
4 Temporary Construction Entrance	1	EA	3,000.00	3,000.00
5 Inlet Protection	24	EA	300.00	7,200.00
<b>Total</b>				<b>24,885.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>B.) <u>Demolition/Clearing</u></b>				
1 Demo Existing Fence/Limerock Drive/Silt Fence	1	LS	15,000.00	15,000.00
2 Clear/Burn Existing Trees	1	LS	20,000.00	20,000.00
3 Disc Site	11.5	AC	500.00	5,750.00
<b>Total</b>				<b>40,750.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>C.) <u>Earthwork &amp; Grading</u></b>				
1 Earthwork, Cut to Fill	12,960	CY	2.75	35,640.00
2 Proof Roll Building Pad	17,664	SF	1.00	17,664.00
3 Export (Hauled within 3 miles of jobsite)	4,456	CY	4.50	20,052.00
<b>Total</b>				<b>73,356.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>D.) <u>Grassing</u></b>				
1 Sod DRA Slopes/Bottoms (Bahia)	12,000	SY	3.75	45,000.00
<b>Total</b>				<b>45,000.00</b>



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 (352) 347-2035

Description	Quantity	UM	Item Unit	Item Total
<b>E.) DRAINAGE</b>				
1 Type "V" Inlets	18	EA	5,965.00	107,370.00
2 Type "F" Inlets	1	EA	4,225.00	4,225.00
3 FDOT Storm Manholes	4	EA	3,615.00	14,460.00
4 12" Storm Pipe (Roof Drains)	1,340	LF	51.00	68,340.00
5 18" HP Storm Pipe	1,175	LF	54.50	64,037.50
6 24" HP Storm Pipe	524	LF	81.85	42,889.40
7 30" HP Storm Pipe	107	LF	129.10	13,813.70
8 30" CL III RCP	54	LF	120.10	6,485.40
9 36" CL III RCP	175	LF	149.00	26,075.00
10 30" MES w/Rip Rap	1	EA	3,500.00	3,500.00
11 36" MES w Rip Rap	3	EA	4,000.00	12,000.00
12 Clean Storm System	1	LS	10,000.00	10,000.00
<b>Total</b>				<b>373,196.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>F.) SANITARY SEWER</b>				
1 8" PVC SDR 26	70	LF	31.25	2,187.50
2 6" PVC SDR 26	28	LF	23.00	644.00
3 6" Cleanouts	1	EA	1,000.00	1,000.00
4 Video Inspect Gravity Sewer	1	LS	1,500.00	1,500.00
5 Air Testing	1	LS	500.00	500.00
<b>Total</b>				<b>5,831.50</b>

Description	Quantity	UM	Item Unit	Item Total
<b>G.) POTABLE WATER</b>				
1 Connect to Existing	1	EA	2,000.00	2,000.00
2 8" PVC C900 DR 18	380	LF	34.50	13,110.00
3 6" PVC C900 DR 18	100	LF	27.50	2,750.00
4 Fittings	9	EA	815.00	7,335.00
5 8" Gate Valve	1	EA	3,100.00	3,100.00



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 Belleview, FL 34421  
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6 6" Gate Valve	2 EA	2,400.00	4,800.00
7 Fire Hydrant Assembly	1 EA	6,900.00	6,900.00
8 Temporary Jumper Connection	1 EA	2,100.00	2,100.00
9 Blowoff Assembly	1 EA	1,700.00	1,700.00
10 2" Water Service	1 EA	6,380.00	6,380.00
11 2" Water Service Stub	1 EA	2,130.00	2,130.00
12 2" Water Stub (Fuel Island)	1 EA	1,400.00	1,400.00
13 2" RPZ Backflow Preventer	1 EA	3,400.00	3,400.00
14 Pressure Testing of Water Main	460 EA	3.00	1,380.00
15 Chlorination and Bacteriological Clearance	1 EA	1,000.00	1,000.00
<b>Total</b>			<b>59,485.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>H.) <u>FORCE MAIN</u></b>				
1 Lift Station (Complete)	1 EA		100,500.00	100,500.00
2 Connect to Existing (Core)	1 LS		4,000.00	4,000.00
3 2" DR 18 Pipe (Green)	400 LF		14.00	5,600.00
4 MJ Fittings w/Megalugs (Epoxy Lined)	2 EA		505.00	1,010.00
5 2" Plug Valve	1 EA		1,550.00	1,550.00
6 Pressure Testing of Force Main	340 LF		3.00	1,020.00
<b>Total</b>				<b>113,680.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>I.) <u>Fire Protection</u></b>				
1 6" C900 DR 14 Pipe	360 LF		31.00	11,160.00
2 MJ Fittings w/Megalugs (Epoxy Lined)	3 EA		670.00	2,010.00
3 6" DDC Assembly	1 EA		13,750.00	13,750.00
4 6" Building Riser	1 EA		4,255.00	4,255.00
5 Remote FDC	1 EA		17,500.00	17,500.00
6 Pressure Testing of Fire Main	360 LF		3.00	1,080.00
<b>Total</b>				<b>49,755.00</b>



P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

Description	Quantity	UM	Item Unit	Item Total
<b>J.) ROADWAY</b>				
1 12" Stabilized Subgrade	17,457	SY	7.84	136,862.88
2 8" Limerock Base (Prime & Sand)	14,548	SY	19.00	276,412.00
3 1" SP-9.5 Asphalt	14,548	SY	10.04	146,061.92
4 1" SP-9.5 Asphalt	14,548	SY	10.79	156,972.92
5 Type "D" Curb	891	LF	15.00	13,365.00
6 Valley Gutter Curb	94	LF	42.00	3,948.00
7 Common Area Sidewalk	2,500	SF	8.00	20,000.00
8 Signage & Striping	1	LS	21,000.00	21,000.00
<b>Total</b>				<b>774,622.72</b>

Description	Quantity	UM	Item Unit	Item Total
<b>K.) MISCELLANEOUS</b>				
1 Mobilization	1	LS	10,000.00	10,000.00
2 Maintenance of Traffic	1	LS	12,000.00	12,000.00
3 Temporary Parking Lot	1	LS	50,000.00	50,000.00
4 Stabilized Crane Access	1	LS	60,000.00	60,000.00
5 Temporary Water Service	1	LS	5,000.00	5,000.00
6 Geotech Testing	1	LS	18,000.00	18,000.00
7 Layout & Staking	1	LS	33,000.00	33,000.00
8 Certified Asbuilts	1	LS	6,000.00	6,000.00
<b>Total</b>				<b>194,000.00</b>

**SUMMARY**

<b>EROSION CONTROL</b>	<b>24,885.00</b>
<b>DEMOLITION/CLEARING</b>	<b>40,750.00</b>
<b>EARTHWORK &amp; GRADING</b>	<b>73,356.00</b>
<b>GRASSING</b>	<b>45,000.00</b>



P.O. BOX 1017  
 Belleview, FL 34421  
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<b>DRAINAGE</b>	<b>373,196.00</b>
<b>SANITARY SEWER</b>	<b>5,831.50</b>
<b>POTABLE WATER</b>	<b>59,485.00</b>
<b>FORCE MAIN</b>	<b>113,680.00</b>
<b>FIRE PROTECTION</b>	<b>49,755.00</b>
<b>ROADWAY</b>	<b>774,622.72</b>
<b>MISCELLANEOUS</b>	<b>194,000.00</b>
	<b>1,754,561.22</b>
<b><i>PROPOSAL TOTAL</i></b>	<b>1,754,561.22</b>

**A.) Qualification Notes:**

- 1 Base on plans by Kimley Horn dated 12-19-2025 (Addendum 3 dated 2/2/2026)
- 2 Wildlife Re-location (If Any) by others
- 3 Landscaping & Irrigation are NOT INCLUDED
- 4 Site Permit is NOT INCLUDED (By Owner)
- 5 Fence/Wall is NOT INCLUDED
- 6 Fuel Station by other
- 7 Dumpster Pad/Enclosure by others
- 8 Concrete other than curb and sidewalk by others
- 9 Sod quantity reflects pond slopes and pond bottoms only



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2025

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).

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 1720 SE 16th Avenue, Suite 301  Ocala FL 34471		<b>CONTACT NAME:</b> Brenda Bouchard AAI, CPIW <b>PHONE (A/C, No, Ext):</b> (352) 732-5010 <b>FAX (A/C, No):</b> (352) 732-5344 <b>E-MAIL ADDRESS:</b> Brenda.Bouchard@bbrown.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> FCCI Insurance Company	
		<b>INSURER B:</b> Brierfield Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Ciraco Underground, Inc. PO Box 1017  Belleview FL 34421-1017		<b>NAIC #</b> 10178  10993	

**COVERAGES****CERTIFICATE NUMBER:** 25-26**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	ADDL INSD	SUBR WVD	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 APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL10005099606	08/07/2025	08/07/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CA10005100006	08/07/2025	08/07/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB10005100106	08/07/2025	08/07/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WC010009447001	08/07/2025	08/07/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			CM10005099906	08/07/2025	08/07/2026	Limit \$300,000	

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

Wharton-Smith, Inc., Owner and all other parties required are listed as additional insured with regards to the General Liability policy on a primary, non-contributory basis, including ongoing and completed operations.  
 A waiver of subrogation applies in favor of Wharton-Smith, Inc., Owner and all other parties required with regards to the General Liability and work comp policies when required by written contract agreement.

30 day notice of cancellation applies to all policies except 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

Wharton-Smith, Inc. Attn: Risk Management 750 Monroe Rd.  Sanford FL 32771	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 
-------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**RE: Contractor Additional Experience**

The following projects were completed in house by our forces with our equipment. On the projects listed below we installed the following quantities:

<b><u>Name/Location</u></b>	<b><u>Project Owner Information</u></b>	<b><u>Beginning Completion Dates</u></b>	<b><u>Contract Amount</u></b>
<b><u>Avalon Ph 2</u></b> Lake County, FL	AP Tavares Holding LLC 3801 Avalon Park East Blvd Suite 400 Orlando, FL 32828	9/23 - 12/24	\$12,000,000.00
34,000 SY (11,300 Tons) Limerock Base (6") 34,000 SY (3,000 Tons) of SP 9-5 Asphalt (1.5")			
<b><u>LSSA Lift Station 2 &amp; 13 Rehab</u></b> Sumter County, FL	Sumter County BOCC 7375 Powell Rd Wildwood, FL 34785	12/24 - 5/24	\$1,958,558.34
4,088 SY (3,500 Tons) Limerock Base (14") 4,088 SY (400 Tons) of SP 12-5 Asphalt (1.5") 4,088 SY (400 Tons) of FC 12-5 Asphalt (1.5")			
<b><u>Triumph South PH II</u></b> Lake County, FL	Wildwood Sumter Holdings 379 Bowers Rd Concord, Ontario L4K1J1 CA	2/24 - 12-24	\$3,000,000.00
7,790 SY (2,700 Tons) Limerock Base (6")			



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CIRACO, PETE A**

CIRACO UNDERGROUND, INC.  
8670 E HWY 25  
BELLEVIEW FL 34420

**LICENSE NUMBER: CBC059551**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/15/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CIRACO, PETE A**

CIRACO UNDERGROUND, INC.

8670 E HWY 25

BELLEVUE

FL 34420

LICENSE NUMBER: CUCC056866

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/15/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**CIRACO, JUSTIN C**

CIRACO UNDERGROUND, INC.  
8670 E HWY 25  
BELLEVIEW FL 34420

**LICENSE NUMBER: CUC1224975**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/15/2024

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.



**Jimmy Patronis**  
**CHIEF FINANCIAL OFFICER**  
**JoAnne Rice**  
**DIVISION DIRECTOR**



**Bruce Gillingham**  
**BUREAU CHIEF**  
**Ronald Dilworth**  
**SAFETY PROGRAM MANAGER**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY**  
**OFFICIAL COPY**

THIS CERTIFIES THAT: Justin C. Ciraco  
8670 E Highway 25  
Belleview FL 34420

BUSINESS ORGANIZATION: Ciraco Underground Inc.

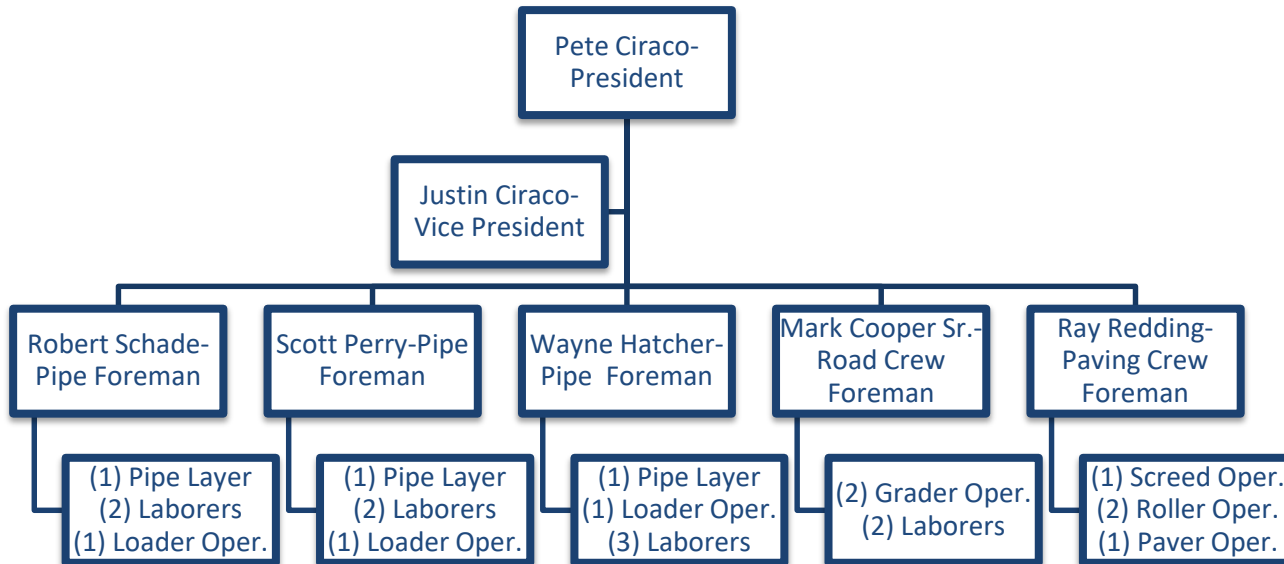
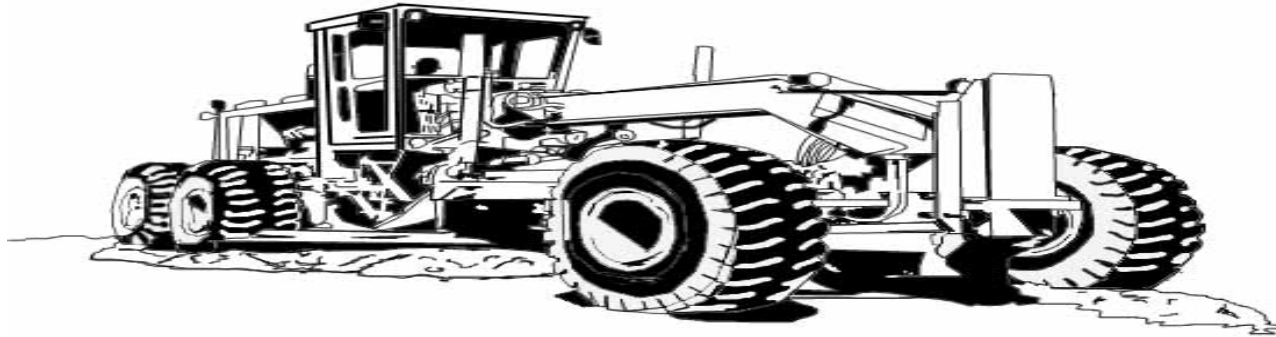
Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 09/23/2024  
Type: 09  
Class: 14  
County: Marion  
License/Permit #: FPC13-000078  
Expiration Date: 06/30/2026



  
**Chief Financial Officer**

# Welcome to Ciraco Underground



# 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](http://www.sterlingseacrest.com)

February 5, 2026

Wharton-Smith, Inc.

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

To Whom It May Concern:

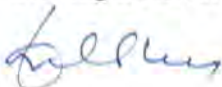
Sterling Seacrest Pritchard is proud to represent Ciraco Underground, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

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





P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

**Bay Laurel**

Description	Quantity	UM	Item Unit	Item Total
<b>A.) <u>Erosion Control</u></b>				
1 Install Type-III Silt Fence	3,116	LF	2.50	7,790.00
2 Silt Fence Maintenance	1,558	LF	2.50	3,895.00
3 SWPPP Permit & Monitoring	1	LS	3,000.00	3,000.00
4 Temporary Construction Entrance	1	EA	3,000.00	3,000.00
5 Inlet Protection	24	EA	300.00	7,200.00
<b>Total</b>				<b>24,885.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>B.) <u>Demolition/Clearing</u></b>				
1 Demo Existing Fence/Limerock Drive/Silt Fence	1	LS	15,000.00	15,000.00
2 Clear/Burn Existing Trees	1	LS	20,000.00	20,000.00
3 Disc Site	11.5	AC	500.00	5,750.00
<b>Total</b>				<b>40,750.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>C.) <u>Earthwork &amp; Grading</u></b>				
1 Earthwork, Cut to Fill	12,960	CY	2.75	35,640.00
2 Proof Roll Building Pad	17,664	SF	1.00	17,664.00
3 Export (Hauled within 3 miles of jobsite)	4,456	CY	4.50	20,052.00
<b>Total</b>				<b>73,356.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>D.) <u>Grassing</u></b>				
1 Sod DRA Slopes/Bottoms (Bahia)	12,000	SY	3.75	45,000.00
<b>Total</b>				<b>45,000.00</b>



P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

Description	Quantity	UM	Item Unit	Item Total
<b>E.) DRAINAGE</b>				
1 Type "V" Inlets	18	EA	5,965.00	107,370.00
2 Type "F" Inlets	1	EA	4,225.00	4,225.00
3 FDOT Storm Manholes	4	EA	3,615.00	14,460.00
4 12" Storm Pipe (Roof Drains)	1,340	LF	51.00	68,340.00
5 18" HP Storm Pipe	1,175	LF	54.50	64,037.50
6 24" HP Storm Pipe	524	LF	81.85	42,889.40
7 30" HP Storm Pipe	107	LF	129.10	13,813.70
8 30" CL III RCP	54	LF	120.10	6,485.40
9 36" CL III RCP	175	LF	149.00	26,075.00
10 30" MES w/Rip Rap	1	EA	3,500.00	3,500.00
11 36" MES w Rip Rap	3	EA	4,000.00	12,000.00
12 Clean Storm System	1	LS	10,000.00	10,000.00
<b>Total</b>				<b>373,196.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>F.) SANITARY SEWER</b>				
1 8" PVC SDR 26	70	LF	31.25	2,187.50
2 6" PVC SDR 26	28	LF	23.00	644.00
3 6" Cleanouts	1	EA	1,000.00	1,000.00
4 Video Inspect Gravity Sewer	1	LS	1,500.00	1,500.00
5 Air Testing	1	LS	500.00	500.00
<b>Total</b>				<b>5,831.50</b>

Description	Quantity	UM	Item Unit	Item Total
<b>G.) POTABLE WATER</b>				
1 Connect to Existing	1	EA	2,000.00	2,000.00
2 8" PVC C900 DR 18	380	LF	34.50	13,110.00
3 6" PVC C900 DR 18	100	LF	27.50	2,750.00
4 Fittings	9	EA	815.00	7,335.00
5 8" Gate Valve	1	EA	3,100.00	3,100.00



P.O. BOX 1017  
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6 6" Gate Valve	2	EA	2,400.00	4,800.00
7 Fire Hydrant Assembly	1	EA	6,900.00	6,900.00
8 Temporary Jumper Connection	1	EA	2,100.00	2,100.00
9 Blowoff Assembly	1	EA	1,700.00	1,700.00
10 2" Water Service	1	EA	6,380.00	6,380.00
11 2" Water Service Stub	1	EA	2,130.00	2,130.00
12 2" Water Stub (Fuel Island)	1	EA	1,400.00	1,400.00
13 2" RPZ Backflow Preventer	1	EA	3,400.00	3,400.00
14 Pressure Testing of Water Main	460	EA	3.00	1,380.00
15 Chlorination and Bacteriological Clearance	1	EA	1,000.00	1,000.00
<b>Total</b>				<b>59,485.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>H.) <u>FORCE MAIN</u></b>				
1 Lift Station (Complete)	1	EA	100,500.00	100,500.00
2 Connect to Existing (Core)	1	LS	4,000.00	4,000.00
3 2" DR 18 Pipe (Green)	400	LF	14.00	5,600.00
4 MJ Fittings w/Megalugs (Epoxy Lined)	2	EA	505.00	1,010.00
5 2" Plug Valve	1	EA	1,550.00	1,550.00
6 Pressure Testing of Force Main	340	LF	3.00	1,020.00
<b>Total</b>				<b>113,680.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>I.) <u>Fire Protection</u></b>				
1 6" C900 DR 14 Pipe	360	LF	31.00	11,160.00
2 MJ Fittings w/Megalugs (Epoxy Lined)	3	EA	670.00	2,010.00
3 6" DDC Assembly	1	EA	13,750.00	13,750.00
4 6" Building Riser	1	EA	4,255.00	4,255.00
5 Remote FDC	1	EA	17,500.00	17,500.00
6 Pressure Testing of Fire Main	360	LF	3.00	1,080.00
<b>Total</b>				<b>49,755.00</b>



P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

Description	Quantity	UM	Item Unit	Item Total
<b>J.) ROADWAY</b>				
1 12" Stabilized Subgrade	17,457	SY	7.84	136,862.88
2 8" Limerock Base (Prime & Sand)	14,548	SY	19.00	276,412.00
3 1" SP-9.5 Asphalt	14,548	SY	10.04	146,061.92
4 1" SP-9.5 Asphalt	14,548	SY	10.79	156,972.92
5 Type "D" Curb	891	LF	15.00	13,365.00
6 Valley Gutter Curb	94	LF	42.00	3,948.00
7 Common Area Sidewalk	2,500	SF	8.00	20,000.00
8 Signage & Striping	1	LS	21,000.00	21,000.00
<b>Total</b>				<b>774,622.72</b>

Description	Quantity	UM	Item Unit	Item Total
<b>K.) MISCELLANEOUS</b>				
1 Mobilization	1	LS	10,000.00	10,000.00
2 Maintenance of Traffic	1	LS	12,000.00	12,000.00
3 Temporary Parking Lot	1	LS	50,000.00	50,000.00
4 Stabilized Crane Access	1	LS	60,000.00	60,000.00
5 Temporary Water Service	1	LS	5,000.00	5,000.00
6 Geotech Testing	1	LS	18,000.00	18,000.00
7 Layout & Staking	1	LS	33,000.00	33,000.00
8 Certified Asbuilts	1	LS	6,000.00	6,000.00
<b>Total</b>				<b>194,000.00</b>

**SUMMARY**

<b>EROSION CONTROL</b>	<b>24,885.00</b>
<b>DEMOLITION/CLEARING</b>	<b>40,750.00</b>
<b>EARTHWORK &amp; GRADING</b>	<b>73,356.00</b>
<b>GRASSING</b>	<b>45,000.00</b>



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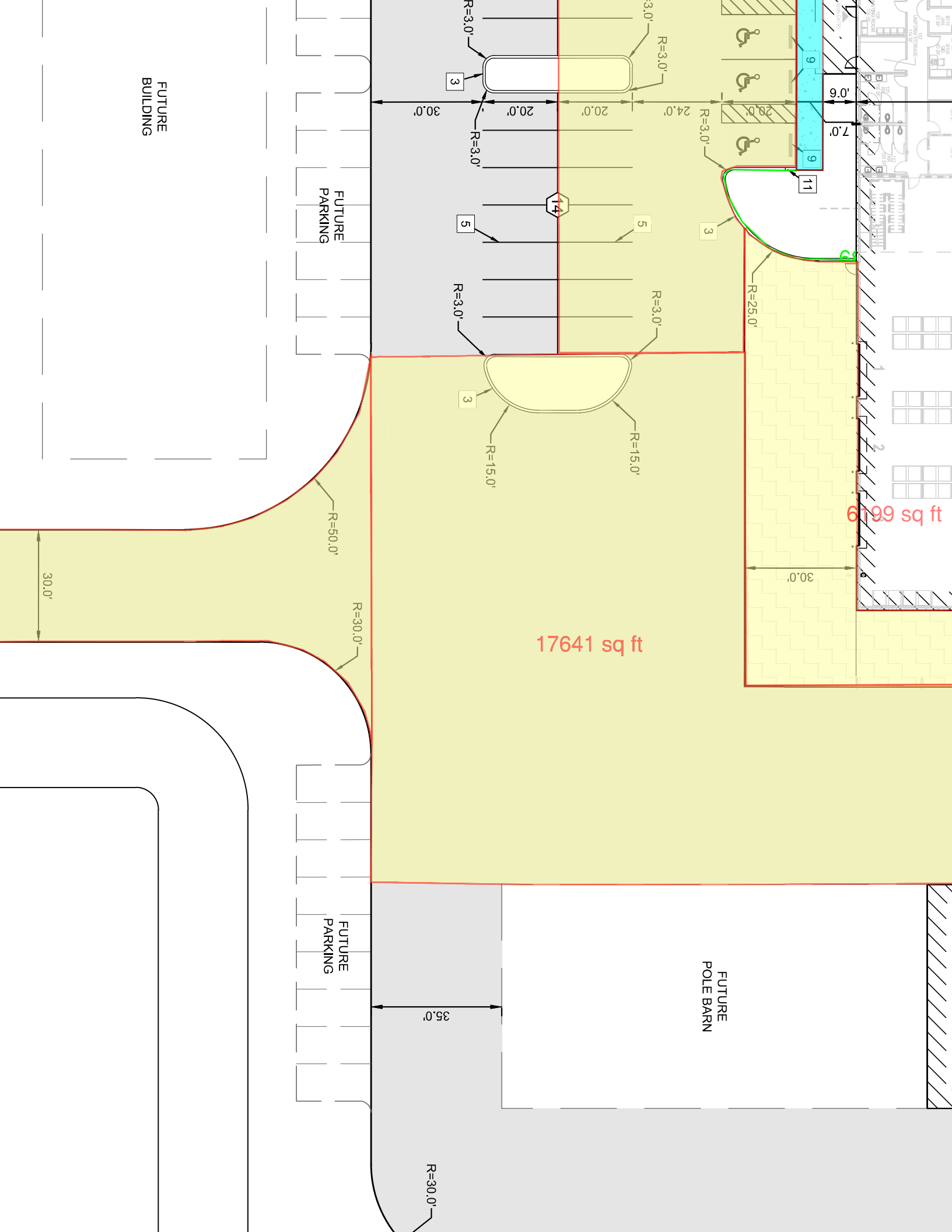
<b>DRAINAGE</b>	373,196.00
<b>SANITARY SEWER</b>	5,831.50
<b>POTABLE WATER</b>	59,485.00
<b>FORCE MAIN</b>	113,680.00
<b>FIRE PROTECTION</b>	49,755.00
<b>ROADWAY</b>	774,622.72
<b>MISCELLANEOUS</b>	194,000.00
<b><i>PROPOSAL TOTAL</i></b>	1,754,561.22

Deduct Alternates

<b>Reduce asphalt and curbing quantities per WSI (HD Concrete not included in this proposal)</b>	<b>1 LS \$175,000.00</b>	<b>\$175,000.00</b>
------------------------------------------------------------------------------------------------------	--------------------------	---------------------

**A.) Qualification Notes:**

- 1 Base on plans by Kimley Horn dated 12-19-2025 (Addendum 3 dated 2/2/2026)
- 2 Wildlife Re-location (If Any) by others
- 3 Landscaping & Irrigation are NOT INCLUDED
- 4 Site Permit is NOT INCLUDED (By Owner)
- 5 Fence/Wall is NOT INCLUDED
- 6 Fuel Station by other
- 7 Dumpster Pad/Enclosure by others
- 8 Concrete other than curb and sidewalk by others
- 9 Sod quantity reflects pond slopes and pond bottoms only



6199 sq ft

17641 sq ft

FUTURE BUILDING

FUTURE PARKING

FUTURE PARKING

FUTURE POLE BARN

30.0'

35.0'

R=30.0'

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Project : BLCCDD Utility Operations Facility  
 Bid Package : **Sitework**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

Bid Package No: **01**

**Bidder Information:**

Company: Ciraco Underground, Inc.  
 Contact Name: Scott O'Neal Title: Project Manager  
 Address: 8670 E Hwy 25, Belleview, FL 34421  
 Phone Number: 352-347-2035 Email: SOneal@ciracounderground.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder's Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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 Addendum Date: 1/30/2026 No.: 3 Addendum Date: 2/9/2026  
 No.: 2 Addendum Date: 2/6/2026 No.: 4 Addendum Date: 3/2/2026  
 Addendum 5 - 3/3/2026
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$ 1,910,056.25	\$ 1,910,056.25
2.	Payment & Performance Bond Rate	1	LS	% 1 %	\$ 19,100.56
				<b>Total Bid:</b>	\$ 1,929,156.81

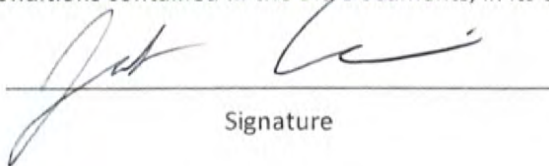
**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	_____
2.	Lead Time for Mobilization	_____

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 Ciraco Vice President  
 Print Name / Title

3/9/2026  
 Date



P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

**Bay Laurel**

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<b>Total</b>				<b>24,885.00</b>

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2 Clear/Burn Existing Trees	1	LS	25,000.00	25,000.00
3 Disc Site	11.5	AC	500.00	5,750.00
<b>Total</b>				<b>45,750.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>C.) <u>Earthwork &amp; Grading</u></b>				
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3 Overexcavate Ponds	7,000	CY	5.00	35,000.00
4 Overexcavate Building Pad	1,700	CY	5.00	8,500.00
5 Export (Hauled within 3 miles of jobsite)	4,456	CY	4.50	20,052.00
<b>Total</b>				<b>116,856.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>D.) <u>Grassing</u></b>				
1 Sod DRA Slopes/Bottoms (Bahia)	12,000	SY	3.75	45,000.00
<b>Total</b>				<b>45,000.00</b>



P.O. BOX 1017  
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Description	Quantity	UM	Item Unit	Item Total
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2 Type "F" Inlets	1	EA	4,225.00	4,225.00
3 FDOT Storm Manholes	4	EA	3,615.00	14,460.00
4 12" Storm Pipe (Roof Drains)	1,340	LF	52.60	70,484.00
5 18" HP Storm Pipe	1,070	LF	56.40	60,348.00
6 24" HP Storm Pipe	524	LF	83.80	43,911.20
7 30" HP Storm Pipe	376	LF	115.00	43,240.00
8 36" CL III RCP	175	LF	149.00	26,075.00
9 36" MES w Rip Rap	3	EA	4,000.00	12,000.00
10 Clean Storm System	1	LS	10,000.00	10,000.00
<b>Total</b>				<b>392,113.20</b>

Description	Quantity	UM	Item Unit	Item Total
<b>F.) SANITARY SEWER</b>				
1 8" PVC SDR 26	252	LF	28.40	7,156.80
2 6" PVC SDR 26	154	LF	24.10	3,711.40
3 Sanitary Manhole (0'-6' depth)	1	EA	3,615.00	3,615.00
4 Sanitary Manhole (6'-8' depth)	1	EA	4,155.00	4,155.00
5 6" Cleanouts	1	EA	1,000.00	1,000.00
6 Video Inspect Gravity Sewer	1	LS	1,500.00	1,500.00
7 Air Testing	1	LS	500.00	500.00
<b>Total</b>				<b>21,638.20</b>

Description	Quantity	UM	Item Unit	Item Total
<b>G.) POTABLE WATER</b>				
1 Connect to Existing	1	EA	2,000.00	2,000.00
2 8" PVC C900 DR 18	380	LF	35.40	13,452.00
3 Fittings	8	EA	805.00	6,440.00
4 8" Gate Valve	1	EA	3,180.00	3,180.00



P.O. BOX 1017  
 Belleview, FL 34421  
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5 6" Gate Valve	1	EA	2,450.00	2,450.00
6 Fire Hydrant Assembly	1	EA	7,300.00	7,300.00
7 Temporary Jumper Connection	1	EA	2,100.00	2,100.00
8 Blowoff Assembly	1	EA	1,715.00	1,715.00
9 2" Water Service	1	EA	8,050.00	8,050.00
10 2" Water Service Stub	2	EA	2,230.00	4,460.00
11 1" Water Stub (Fuel Island)	1	EA	1,500.00	1,500.00
12 2" RPZ Backflow Preventer	1	EA	3,435.00	3,435.00
13 Pressure Testing of Water Main	380	EA	3.00	1,140.00
14 Chlorination and Bacteriological Clearance	1	EA	1,000.00	1,000.00
<b>Total</b>				<b>58,222.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>H.) RECLAIM MAIN</b>				
1 8" PVC C900 DR 18 (Purple)	480	LF	34.30	16,464.00
2 Connect to Existing	4	EA	5,000.00	20,000.00
4 MJ Fittings w/Megalugs (Epoxy Lined)	15	EA	955.00	14,325.00
5 8" Gate Valve	1	EA	2,950.00	2,950.00
6 2" Reclaim Service	1	EA	2,000.00	2,000.00
7 Pressure Testing of Reclaim Main	480	LF	3.00	1,440.00
<b>Total</b>				<b>57,179.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>I.) FORCE MAIN</b>				
1 Lift Station (Complete)	1	EA	100,500.00	100,500.00
2 Connect to Existing (Core)	1	LS	4,000.00	4,000.00
3 2" DR 18 Pipe (Green)	400	LF	14.00	5,600.00
4 MJ Fittings w/Megalugs (Epoxy Lined)	2	EA	505.00	1,010.00
5 2" Plug Valve	1	EA	1,550.00	1,550.00
6 Pressure Testing of Force Main	400	LF	3.00	1,200.00
<b>Total</b>				<b>113,860.00</b>



P.O. BOX 1017  
 Belleview, FL 34421  
 (352) 347-2035

Description	Quantity	UM	Item Unit	Item Total
<b>J.) FIRE PROTECTION</b>				
1 6" C900 DR 14 Pipe	320	LF	31.85	10,192.00
2 MJ Fittings w/Megalugs (Epoxy Lined)	4	EA	670.00	2,680.00
3 6" DDC Assembly w/FDC	1	EA	16,625.00	16,625.00
4 6" Building Riser	1	EA	4,345.00	4,345.00
5 Pressure Testing of Fire Main	360	LF	3.00	1,080.00
<b>Total</b>				<b>34,922.00</b>

Description	Quantity	UM	Item Unit	Item Total
<b>K.) ROADWAY</b>				
1 12" Stabilized Subgrade	18,545	SY	7.97	147,803.65
2 8" Limerock Base (Prime & Sand)	15,455	SY	18.83	291,017.65
3 1" SP-9.5 Asphalt	15,455	SY	9.83	151,922.65
4 1" SP-9.5 Asphalt	15,455	SY	10.58	163,513.90
5 Type "D" Curb	175	LF	15.00	2,625.00
6 Valley Gutter Curb	94	LF	42.00	3,948.00
7 Common Area Sidewalk	2,975	SF	8.00	23,800.00
8 Signage & Striping	1	LS	21,000.00	21,000.00
<b>Total</b>				<b>805,630.85</b>

Description	Quantity	UM	Item Unit	Item Total
<b>L.) MISCELLANEOUS</b>				
1 Mobilization	1	LS	10,000.00	10,000.00
2 Maintenance of Traffic	1	LS	12,000.00	12,000.00
3 Temporary Parking Lot	1	LS	50,000.00	50,000.00
4 Stabilized Crane Access	1	LS	60,000.00	60,000.00
5 Temporary Water Service	1	LS	5,000.00	5,000.00
6 Geotech Testing	1	LS	18,000.00	18,000.00
7 Layout & Staking	1	LS	33,000.00	33,000.00
8 Certified Asbuilts	1	LS	6,000.00	6,000.00
<b>Total</b>				<b>194,000.00</b>



P.O. BOX 1017  
Bellevue, FL 34421  
(352) 347-2035

**SUMMARY**

<b>EROSION CONTROL</b>	<b>24,885.00</b>
<b>DEMOLITION/CLEARING</b>	<b>45,750.00</b>
<b>EARTHWORK &amp; GRADING</b>	<b>116,856.00</b>
<b>GRASSING</b>	<b>45,000.00</b>
<b>DRAINAGE</b>	<b>392,113.20</b>
<b>SANITARY SEWER</b>	<b>21,638.20</b>
<b>POTABLE WATER</b>	<b>58,222.00</b>
<b>RECLAIM MAIN</b>	<b>57,179.00</b>
<b>FORCE MAIN</b>	<b>113,860.00</b>
<b>FIRE PROTECTION</b>	<b>34,922.00</b>
<b>ROADWAY</b>	<b>805,630.85</b>
<b>MISCELLANEOUS</b>	<b>194,000.00</b>
<b><i>PROPOSAL TOTAL</i></b>	<b>1,910,056.25</b>



P.O. BOX 1017  
Bellevue, FL 34421  
(352) 347-2035

**A.) Qualification Notes:**

- 1 Base on plans by Kimley Horn dated 2-27-2026 (Addendum 5 dated 3/3/2026)
- 2 Wildlife Re-location (If Any) by others
- 3 Landscaping & Irrigation are NOT INCLUDED
- 4 Site Permit is NOT INCLUDED (By Owner)
- 5 Fence/Wall is NOT INCLUDED
- 6 Fuel Station by other
- 7 Dumpster Pad/Enclosure by others
- 8 Concrete other than curb and sidewalk by others
- 9 Sod quantity reflects pond slopes and pond bottoms only

## James Manyette

---

**From:** Scott Oneal <SOneal@ciracounderground.com>  
**Sent:** Wednesday, February 25, 2026 9:19 AM  
**To:** James Manyette  
**Subject:** Re: Bay Laurel CDD Utility Ops Ctr. - VE changes  
**Attachments:** 04. BLCDD-FOB\_DWGS VOL01 02-60P 8 Revised.pdf; Proposal w Deduct.pdf

Let me know if you have any questions.

Thanks

Scott O'Neal  
Ciraco Underground, Inc.

---

**From:** James Manyette <jmanyette@whartonsmith.com>  
**Sent:** Tuesday, February 24, 2026 8:36 AM  
**To:** Scott Oneal <SOneal@ciracounderground.com>  
**Subject:** RE: Bay Laurel CDD Utility Ops Ctr. - VE changes

Sorry. I forgot to attach the marked-up drawing.

Respectfully,



**James R. Manyette | Senior Preconstruction Services Manager**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**  
**[750 Monroe Road, Sanford, FL 32771](http://www.whartonsmith.com) | Cell: (407) 810-9590**

---

**From:** James Manyette  
**Sent:** Tuesday, February 24, 2026 8:33 AM  
**To:** soneal@ciracounderground.com  
**Subject:** Bay Laurel CDD Utility Ops Ctr. - VE changes

Scott – Thanks so much for your bid on the above project. We met with the owner last week and he requested we get VE's from several trades to bring to the county for review. The ones' affecting site are illustrated on the attached C0300 drawing markup. I need to get some pricing back ASAP but not later than 2/27/2026 Friday 5:00PM if possible.

Here is a brief overview of the VE Options

1. Eliminate the islands/curbing around parking lot and bldg. as shown



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

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Sitework**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

Bid Package No: **01**

**Bidder Information:**

Company: Counts Construction Company Inc  
 Contact Name: Brandon Delk Title: Head Estimator/ PM  
 Address: 3021 NW 21st Street Ocala, Florida 34475  
 Phone Number: 352-629-3506 Email: brandon@counts.cc

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/6/26</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$1,903,862.08	\$1,903,862.08
2.	Payment & Performance Bond Rate	1	LS	% 1.21 %	\$ 23,036.74
				<b>Total Bid:</b>	<b>\$ 1,926,898.82</b>

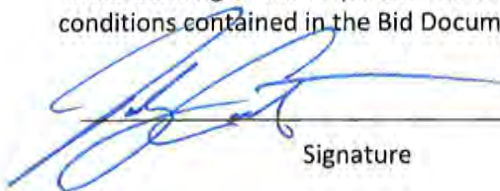
**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	<u>N/A</u>
2.	Lead Time for Mobilization	<u>30 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

Toby Counts  
 Print Name / Title

2/11/26  
 Date



3021 Northwest 21<sup>st</sup> Street • Ocala, Florida 34475 • Phone (352) 629-3506 • Fax (352) 629-1334

GLENN D. COUNTS  
President

**Bay Laurel- Utility Operations Facility**  
**February 11, 2026**

**TOTAL PRICE: \$ 1,903,862.08**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>
<b>Clearing</b>		
Clearing and Grubbing	8.57	AC
<b>Earthwork</b>		
DRA Cut #1	832	CY
DRA Cut #2	4,807	CY
Site Cut	3,417	CY
Site Fill	10,565	CY
Import	1,509	CY
Building Pad	17,669	SF
Building Pad - Pole Barn	10,800	SF
Finish Grading	9,733	SY
Finish Grading DRA Slopes	8,484	SY
Grade for Concrete	1,333	SY
<b>SWPPP</b>		
Gravel Entrance	1	LS
Silt fence	2,454	LF
Silt fence @ Inlets	24	EA
Water Truck for Duration	17	Months
Sweeper for Duration	17	Months
<b>Demolition</b>		
Limerock Drive	202	SY
Fence	68	LF
Silt Fence	1,064	LF
Hedge Row	191	LF
Remove and Replace Fence for Utilities Installation	15	LF
<b>Storm</b>		
36" RCP Pipe	176	LF
30" RCP Pipe	152	LF
24" HP Pipe	540	LF
18" HP Pipe	1180	LF
36" MES	3	EA
30" MES	1	EA
12" HP Pipe	1040	LF

12" ADS Tee- N 12	27	EA
12" x 90° ASD Bend- N 12	12	EA
Roof Drain Stub Up	37	EA
Storm Manhole - P7	3	EA
Storm Manhole - J7	1	EA
Type V Inlet Modified	18	EA
Type F Inlet	1	EA
Rip Rap	401	SF

### Sewer

Liberty Pumps D3600 Lift Station	1	LS
8" PVC Pipe- SDR 26	70	LF
6" PVC Pipe- SDR 26	28	LF
8" x 6" PVC Wye- SDR 26	1	EA
8" x 6" PVC Reducer- SDR 35	1	EA
6" x 6" PVC Wye- SDR 26	1	EA
6" x 45° PVC Bend- SDR 26	2	EA
6" x 22 1/2° PVC Bend- SDR 26	1	EA
6" Cleanout Assembly	2	EA
2" Brass Male Adapter	1	EA
2" Poly Pipe- Green	400	LF
2" Brass Coupling	1	EA
Trace Wire	1	EA
2" Decto Tape- Forcemain	1	EA
2" Plug Valve	1	EA
Low Pressure Testing (Gravity)	1	EA
Connection to Existing Sanitary Valve	1	EA
		EA
		EA

### Water

8" PVC Pipe - DR18	380	LF
8" Bell Restraints	8	EA
6" PVC Pipe - DR18	80	LF
6" Bell Restraint	3	EA
Tracer Wire	2	EA
Wire Connector	3	EA
Detecto Tape	1	EA
8" MJ Sleeve	1	EA
8" x 22 1/2° MJ Bend	2	EA
8" x 45° MJ Bend	2	EA
8" x 2" MJ Tapt Cap	1	EA
8" x 6" MJ Tee	2	EA
6" x 45° MJ Bend	1	EA
6" MJ Anchor Tee	1	EA
6" x 2" MJ Plug	1	EA
8" PVC Restraint	13	EA
6" PVC Restraint	3	EA
8" Gate Valve Assembly	1	EA
6" Gate Valve Assembly	2	EA
Fire Hydrant Assembly	1	EA
Temp Jumper Connection	1	EA
Temporary Blowoff Assembly	1	EA
2" Brass Coupling	6	EA

2" Threaded Gate Valve	1	EA
Valve Box	1	EA
2" PVC Female Adapter - SCH40	2	EA
2" Brass Plug	1	EA
2" SS Insert	16	EA
2" Poly Pipe- DR 9	500	LF
2" Brass PJ Tee	1	EA
2" x 90° PJ Bend	1	EA
2" Ball Curb Stop	1	EA
Meter Box	1	EA
2" Backflow Preventer Assembly	1	EA
2" Stub Up	2	EA
6" x 2" Stainless Steel Straps	1	EA
2" x 4" Brass Nipple	1	EA
2" Threaded Gate Valve Assembly	1	EA
Valve Box	1	EA
3" Brass Valve Marker	1	EA
2" PVC Female Adapter- Sch 40	2	EA
2" Brass Plug	1	EA
2" Brass Coupling	2	EA
2" PVC Threaded Cap- S40	1	EA
2" x 1" Brass PJ Tee	1	EA
1" CTS Plastic Insert	2	EA
1" Poly Pipe- DR 9	100	LF
1" Brass Male Adapter	1	EA
1" PVC Threaded Cap- Sch 40	1	EA
6" PVC Pipe- DR 14	660	LF
6" Bell Restraints	13	EA
2" Decto Tape- Fire	1	EA
6" x 45° MJ Bend	2	EA
6" x 90° MJ Bend	1	EA
6" PVC Restraints	9	EA
6" DDC Assembly	1	EA
6" In Building Riser	2	EA
Remote FDC Connection	1	EA
Irrigation Service With 1" Backflow Assembly	1	EA
2" PVC Pipe SCH40	480	LF
2" PVC Cap	30	EA
3M EMS Ball Marker	30	EA
Bacteriological and Disinfection	1	EA
Hydrostatic Pressure Testing	1	EA
Connection to Existing Water Service	1	EA

### Concrete

Curb- Valley Gutter	94	LF
Curb- Taper	6	LF
Curb- Type D	981	LF
Paving 8"	13,179	SF
Sidewalk @ BLDG	4,010	SF
12" Stabilized Subgrade	1,456	SY

### Asphalt Light Duty

1" SP 9.5	14,547	SY
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1" SP 9.5	14,547	SY
Tack	14,547	SY
Prime	14,547	SY
8" Limerock	14,547	SY
12" Stabilized Subgrade	14,547	SY

**Grassing**

DRA Sod	9,253	SY
Right of Way Sod	500	SY

**Striping & Signs**

Handicap Stall and Sign	6	EA
Paint- White 24"	99	LF
Paint- White 6"	2,275	LF
Sign- Stop	6	EA
Wheelstop	16	EA

**Logistics Plan**

6" Limerock- Contractors Parking	1,440	SY
8" Limerock- Crane Roads	3,743	SY
Removal of Crane Road	3,743	SY
12" Stabilized Subgrade- Laydown / Storage Area	3,618	SY
Fine Grading for Casting Beds	2,218	SY

**Miscellaneous**

Surveying	1	LS
Asbuilts	1	LS

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of  
**\$ 1,903,862.08**

**Deduct- Asphalt Parking to drive lanes and parking at building only**

1" SP 9.5	-2,000	SY
1" SP 9.5	-2,000	SY
Tack	-2,000	SY
Prime	-2,000	SY
8" Limerock	-2,000	SY
12" Stabilized Subgrade	-2,000	SY
Paint- White 6"	-1,880	LF
Curb- Type D	-287	LF
		\$ (84,051.50)

**Deduct- Asphalt in lieu of concrete at warehouse bay entrances**

Paving 6"	-7,794	SF
1" SP 9.5	866	SY
1" SP 9.5	866	SY
Tack	866	SY
Prime	866	SY
8" Limerock	866	SY
		\$ (75,116.84)

**Add Alternate- Vibration Monitoring**

Vibration Monitoring (4 Units)	76 Weekly	\$ 1,200.00	\$ 91,200.00
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**Add Alternate- Concrete**

Paving 8"	13,179	SF	\$	13.50	\$	177,916.50
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**Add Alternate- Water**

Temp Construction Water System (Allowance)	1	LS				
Temp Construction Water Maintenance (Allowance)	1	LS				
					\$	<b>24,000.00</b>

Exclusions:

- |                                 |                                                  |
|---------------------------------|--------------------------------------------------|
| 1 Permits                       | 11 Sod Outside DRA / Right of Way                |
| 2 Rock Excavation               | 12 Conduits                                      |
| 3 Unsuitable Remove and Replace | 13 Testing                                       |
| 4 Sinkhole Repair               | 14 Site Lighting                                 |
| 5 Dewatering                    | 15 Non-Traffic Signs                             |
| 6 Concrete Paving / Flatwork    | 16 SWPPP Plan / NOI / NOT                        |
| 7 Sidewalk @ Building           | 17 SWPPP Inspections while Counts is not on Site |
| 8 Dumpster Pad / Enclosure      | 18 Fencing                                       |
| 9 Bollards                      | 19 Concrete wash out area                        |
| 10 Landscaping / Irrigation     | 20 Retaining Walls                               |
|                                 | 21 All Underground Lines Stop 5' from Building   |
|                                 | 22 Vibration Monitoring                          |

Notes:

- 1 Bid based on plans dated:
- 2 Water Meters by Others.
- 3 Backflow Preventers and DDC Assumed to Marion County Spec

Respectfully submitted,

\_\_\_\_\_  
Glenn Counts  
President

\_\_\_\_\_  
Date



3021 Northwest 21<sup>st</sup> Street • Ocala, Florida 34475 • Phone (352) 629-3506 • Fax (352) 629-1334

GLENN D. COUNTS  
President

**Bay Laurel- Utility Operations Facility**  
**February 25, 2026**

**TOTAL PRICE: \$ 1,903,862.08**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>
<b>Clearing</b>		
Clearing and Grubbing	8.57	AC

<b>Earthwork</b>		
DRA Cut #1	832	CY
DRA Cut #2	4,807	CY
Site Cut	3,417	CY
Site Fill	10,565	CY
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Building Pad - Pole Barn	10,800	SF
Finish Grading	9,733	SY
Finish Grading DRA Slopes	8,484	SY
Grade for Concrete	1,333	SY

<b>SWPPP</b>		
Gravel Entrance	1	LS
Silt fence	2,454	LF
Silt fence @ Inlets	24	EA
Water Truck for Duration	17	Months
Sweeper for Duration	17	Months

<b>Demolition</b>		
Limerock Drive	202	SY
Fence	68	LF
Silt Fence	1,064	LF
Hedge Row	191	LF
Remove and Replace Fence for Utilities Installation	15	LF

<b>Storm</b>		
36" RCP Pipe	176	LF
30" RCP Pipe	152	LF
24" HP Pipe	540	LF
18" HP Pipe	1180	LF
36" MES	3	EA
30" MES	1	EA
12" HP Pipe	1040	LF

12" ADS Tee- N 12	27	EA
12" x 90° ASD Bend- N 12	12	EA
Roof Drain Stub Up	37	EA
Storm Manhole - P7	3	EA
Storm Manhole - J7	1	EA
Type V Inlet Modified	18	EA
Type F Inlet	1	EA
Rip Rap	401	SF

## Sewer

Liberty Pumps D3600 Lift Station	1	LS
8" PVC Pipe- SDR 26	70	LF
6" PVC Pipe- SDR 26	28	LF
8" x 6" PVC Wye- SDR 26	1	EA
8" x 6" PVC Reducer- SDR 35	1	EA
6" x 6" PVC Wye- SDR 26	1	EA
6" x 45° PVC Bend- SDR 26	2	EA
6" x 22 1/2° PVC Bend- SDR 26	1	EA
6" Cleanout Assembly	2	EA
2" Brass Male Adapter	1	EA
2" Poly Pipe- Green	400	LF
2" Brass Coupling	1	EA
Trace Wire	1	EA
2" Decto Tape- Forcemain	1	EA
2" Plug Valve	1	EA
Low Pressure Testing (Gravity)	1	EA
Connection to Existing Sanitary Valve	1	EA
		EA
		EA

## Water

8" PVC Pipe - DR18	380	LF
8" Bell Restraints	8	EA
6" PVC Pipe - DR18	80	LF
6" Bell Restraint	3	EA
Tracer Wire	2	EA
Wire Connector	3	EA
Detecto Tape	1	EA
8" MJ Sleeve	1	EA
8" x 22 1/2° MJ Bend	2	EA
8" x 45° MJ Bend	2	EA
8" x 2" MJ Tapt Cap	1	EA
8" x 6" MJ Tee	2	EA
6" x 45° MJ Bend	1	EA
6" MJ Anchor Tee	1	EA
6" x 2" MJ Plug	1	EA
8" PVC Restraint	13	EA
6" PVC Restraint	3	EA
8" Gate Valve Assembly	1	EA
6" Gate Valve Assembly	2	EA
Fire Hydrant Assembly	1	EA
Temp Jumper Connection	1	EA
Temporary Blowoff Assembly	1	EA
2" Brass Coupling	6	EA

2" Threaded Gate Valve	1	EA
Valve Box	1	EA
2" PVC Female Adapter - SCH40	2	EA
2" Brass Plug	1	EA
2" SS Insert	16	EA
2" Poly Pipe- DR 9	500	LF
2" Brass PJ Tee	1	EA
2" x 90° PJ Bend	1	EA
2" Ball Curb Stop	1	EA
Meter Box	1	EA
2" Backflow Preventer Assembly	1	EA
2" Stub Up	2	EA
6" x 2" Stainless Steel Straps	1	EA
2" x 4" Brass Nipple	1	EA
2" Threaded Gate Valve Assembly	1	EA
Valve Box	1	EA
3" Brass Valve Marker	1	EA
2" PVC Female Adapter- Sch 40	2	EA
2" Brass Plug	1	EA
2" Brass Coupling	2	EA
2" PVC Threaded Cap- S40	1	EA
2" x 1" Brass PJ Tee	1	EA
1" CTS Plastic Insert	2	EA
1" Poly Pipe- DR 9	100	LF
1" Brass Male Adapter	1	EA
1" PVC Threaded Cap- Sch 40	1	EA
6" PVC Pipe- DR 14	660	LF
6" Bell Restraints	13	EA
2" Decto Tape- Fire	1	EA
6" x 45° MJ Bend	2	EA
6" x 90° MJ Bend	1	EA
6" PVC Restraints	9	EA
6" DDC Assembly	1	EA
6" In Building Riser	2	EA
Remote FDC Connection	1	EA
Irrigation Service With 1" Backflow Assembly	1	EA
2" PVC Pipe SCH40	480	LF
2" PVC Cap	30	EA
3M EMS Ball Marker	30	EA
Bacteriological and Disinfection	1	EA
Hydrostatic Pressure Testing	1	EA
Connection to Existing Water Service	1	EA

### Concrete

Curb- Valley Gutter	94	LF
Curb- Taper	6	LF
Curb- Type D	981	LF
Paving 8"	13,179	SF
Sidewalk @ BLDG	4,010	SF
12" Stabilized Subgrade	1,456	SY

### Asphalt Light Duty

1" SP 9.5	14,547	SY
-----------	--------	----

1" SP 9.5	14,547	SY
Tack	14,547	SY
Prime	14,547	SY
8" Limerock	14,547	SY
12" Stabilized Subgrade	14,547	SY

**Grassing**

DRA Sod	9,253	SY
Right of Way Sod	500	SY

**Striping & Signs**

Handicap Stall and Sign	6	EA
Paint- White 24"	99	LF
Paint- White 6"	2,275	LF
Sign- Stop	6	EA
Wheelstop	16	EA

**Logistics Plan**

6" Limerock- Contractors Parking	1,440	SY
8" Limerock- Crane Roads	3,743	SY
Removal of Crane Road	3,743	SY
12" Stabilized Subgrade- Laydown / Storage Area	3,618	SY
Fine Grading for Casting Beds	2,218	SY

**Miscellaneous**

Surveying	1	LS
Asbuilts	1	LS

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
**\$ 1,903,862.08**

**Deduct- Asphalt Parking to drive lanes and parking at building only**

1" SP 9.5	-2,000	SY
1" SP 9.5	-2,000	SY
Tack	-2,000	SY
Prime	-2,000	SY
8" Limerock	-2,000	SY
12" Stabilized Subgrade	-2,000	SY
Paint- White 6"	-1,880	LF
Curb- Type D	-287	LF
		<b>\$ (84,051.50)</b>

**Deduct- Asphalt in lieu of concrete at warehouse bay entrances**

Paving 6"	-7,794	SF
1" SP 9.5	866	SY
1" SP 9.5	866	SY
Tack	866	SY
Prime	866	SY
8" Limerock	866	SY
		<b>\$ (75,116.84)</b>

**Add Alternate- Vibration Monitoring**

Vibration Monitoring (4 Units)	76 Weekly	
		<b>\$ 91,200.00</b>

**Add Alternate- Water**

Temp Construction Water System (Allowance)	1	LS		
Temp Construction Water Maintenance (Allowance)	1	LS		
			\$	24,000.00

**VE Option #1: Eliminate Curbs and pave through islands**

Curb- Type D	-846	LF		
1" SP 9.5	487	SY		
1" SP 9.5	487	SY		
Tack	487	SY		
Prime	487	SY		
8" Limerock	487	SY		
12" Stabilized Subgrade	487	SY		
			\$	3,225.12

**VE Option #2: Reduce HD Concrete to 10" on North and South**

Paving 8"	-5,211	SF		
1" SP 9.5	579	SY		
1" SP 9.5	579	SY		
Tack	579	SY		
Prime	579	SY		
8" Limerock	579	SY		
12" Stabilized Subgrade	579	SY		
			\$	(47,906.46)

**VE Option #3: Asphalt Scope Reduction**

Site Fill	724	CY		
Import	1,561	CY		
Finish Grading	5,437	SY		
1" SP 9.5	-5,437	SY		
1" SP 9.5	-5,437	SY		
Tack	-5,437	SY		
Prime	-5,437	SY		
8" Limerock	-5,437	SY		
12" Stabilized Subgrade	-5,437	SY		
			\$	(179,850.37)

Exclusions:

- |                                 |                                                  |
|---------------------------------|--------------------------------------------------|
| 1 Permits                       | 11 Sod Outside DRA / Right of Way                |
| 2 Rock Excavation               | 12 Conduits                                      |
| 3 Unsuitable Remove and Replace | 13 Testing                                       |
| 4 Sinkhole Repair               | 14 Site Lighting                                 |
| 5 Dewatering                    | 15 Non-Traffic Signs                             |
| 6 Concrete Paving / Flatwork    | 16 SWPPP Plan / NOI / NOT                        |
| 7 Sidewalk @ Building           | 17 SWPPP Inspections while Counts is not on Site |
| 8 Dumpster Pad / Enclosure      | 18 Fencing                                       |
| 9 Bollards                      | 19 Concrete wash out area                        |
| 10 Landscaping / Irrigation     | 20 Retaining Walls                               |
|                                 | 21 All Underground Lines Stop 5' from Building   |
|                                 | 22 Vibration Monitoring                          |

Notes:

- 1 Bid based on plans dated:
- 2 Water Meters by Others.
- 3 Backflow Preventers and DDC Assumed to Marion County Spec

Respectfully submitted,

---

Glenn Counts  
President

---

Date

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Sitework**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

Bid Package No: **01**

**Bidder Information:**

Company: Counts Construction Company Inc  
 Contact Name: Brandon Delk Title: Head Estimator/ PM  
 Address: 3021 NW 21st Street Ocala, Florida 34475  
 Phone Number: 352-629-3506 Email: brandon@counts.cc

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder's Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/6/26</u>	No.: <u>4</u>	Addendum Date: <u>3/2/26</u>
		<u>Wait 5</u>	<u>3/3/26</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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$1,980,144.65	\$1,980,144.65
2.	Payment & Performance Bond Rate	1	LS	% 1.21 %	\$ 23,959.76
				<b>Total Bid:</b>	<b>\$ 2,004,104.41</b>

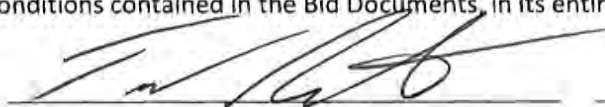
**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	
2.	Lead Time for Mobilization	<u>30 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

VP

Print Name / Title

3-9-26

Date



3021 Northwest 21<sup>st</sup> Street • Ocala, Florida 34475 • Phone (352) 629-3506 • Fax (352) 629-1334

GLENN D. COUNTS  
President

**Bay Laurel- Utility Operations Facility**  
**March 9, 2026**

**TOTAL PRICE: \$ 1,980,144.65**

<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>
<b>Clearing</b>		
Clearing and Grubbing	8.57	AC
<b>Earthwork</b>		
DRA Cut #1	525	CY
DRA Cut #2	4,807	CY
Site Cut	3,307	CY
Site Fill	10,559	CY
Import	1,920	CY
Building Pad	17,669	SF
Building Pad - Pole Barn	10,800	SF
Finish Grading	9,694	SY
Finish Grading DRA Slopes	8,480	SY
Grade for Concrete	1,351	SY
<b>SWPPP</b>		
Gravel Entrance	1	LS
Silt fence	3,056	LF
Silt fence @ Inlets	19	EA
Water Truck for Duration	17	Months
Sweeper for Duration	17	Months
<b>Demolition</b>		
Limerock Drive	204	SY
Fence	538	LF
Silt Fence	1,064	LF
Hedge Row	191	LF
Remove and Replace Fence for Utilities Installation	15	LF
<b>Storm</b>		
36" RCP Pipe	176	LF
30" HP Pipe	380	LF
24" HP Pipe	520	LF

18" HP Pipe	1100	LF
36" MES	3	EA
12" HP Pipe	1040	LF
12" ADS Tee- N 12	27	EA
12" x 90° ASD Bend- N 12	12	EA
Roof Drain Stub Up	37	EA
Storm Manhole - P7	2	EA
Storm Manhole - J8	1	EA
Storm Manhole - J7	1	EA
Type V Inlet Modified	18	EA
Type F Inlet	1	EA
Rip Rap	330	SF

## Sewer

Sanitary Manhole (6'-8')	1	EA
Sanitary Manhole (0'-6')	1	EA
Liberty Pumps D3600 Lift Station	1	LS
8" PVC Pipe- SDR 26	252	LF
6" PVC Pipe- SDR 26	154	LF
6" x 6" PVC Wye- SDR 26	2	EA
6" x 45° PVC Bend- SDR 26	3	EA
6" Cleanout Assembly	2	EA
6" PVC Cap- SDR 35	2	EA
2" Brass Male Adapter	1	EA
2" Poly Pipe- Green	400	LF
2" Brass Coupling	1	EA
Trace Wire	1	EA
2" Decto Tape- Forcemain	1	EA
2" Plug Valve	1	EA
Low Pressure Testing (Gravity)	1	EA
Connection to Existing Force Main	1	EA

## Water

8" PVC Pipe - DR18	380	LF
8" Bell Restraints	8	EA
Tracer Wire	1	EA
Wire Connector	5	EA
Detecto Tape	1	EA
8" MJ Sleeve	1	EA
8" x 22 1/2° MJ Bend	2	EA
8" x 45° MJ Bend	4	EA
8" x 6" MJ Reducer	1	EA
8" X 6" MJ Anchor Tee	1	EA
8" PVC Restraint	17	EA
8" Gate Valve Assembly	1	EA
6" Gate Valve Assembly	1	EA
Fire Hydrant Assembly	1	EA
Temp Jumper Connection	1	EA

8" x 2" Saddle	1	EA
2" x 4" Brass Nipple	1	EA
2" Threaded Gate Valve	1	EA
Valve Box	1	EA
3" Valve Marker	1	EA
2" PVC Female Adapter - SCH40	2	EA
2" Brass Plug	1	EA
2" Poly Pipe- DR 9	550	LF
2" Ball Curb Stop	1	EA
Meter Box	1	EA
2" Brass Coupling	3	EA
2" SS Insert	12	EA
2" Brass PJ Tee	2	EA
2" x 90° PJ Bend	1	EA
2" Brass Gate Valve	2	EA
Valve Box	2	EA
2" PVC Threaded Cap- S40	2	EA
2" Backflow Preventer Assembly	1	EA
2" Stub Up	2	EA
2" Brass PJ Tee	1	EA
2" SS Insert	5	EA
2" Poly Pipe- DR 9	50	LF
2" Ball Curb Stop	2	EA
Meterbox w/ Lid	2	EA
2" x 1" Brass PJ Tee	1	EA
2" CTS SS Insert	2	EA
1" CTS SS Insert	2	EA
1" Poly Pipe- DR 9	100	LF
1" Brass Male Adapter	1	EA
1" Brass Gate Valve	1	EA
Davis Type Valve Box	1	EA
6" PVC Pipe- DR 14	320	LF
6" Bell Restraints	8	EA
Trace Wire	1	EA
2" Decto Tape- Fire	1	EA
6" x 45° MJ Bend	4	EA
6" PVC Restraints	8	EA
6" DDC Assembly	1	EA
6" In Building Riser	2	EA
Irrigation Service With 1" Backflow Assembly	1	EA
2" PVC Pipe SCH40	480	LF
2" PVC Cap	30	EA
3M EMS Ball Marker	30	EA
Bacteriological and Disinfection	1	EA
Hydrostatic Pressure Testing	1	EA
Connection to Existing Water Service	1	EA

## Reclaim

8" PVC Pipe- DR 18	480	LF
8" PVC Restraints	5	EA
Cooper Trace Wire	1	EA
Wire Connector	1	EA
Decto Tape- Reclaim	1	EA
8" MJ L/P Sleeve	4	EA
8" MJ Tee	1	EA
8" x 45° MJ Bend	8	EA
8" PVC Restraints	27	EA
16" x 8" MJ Reducer	1	EA
16" PVC Restraints	2	EA
8" PVC Restraints	1	EA
16" MJ Cap	1	EA
8" Gate Valve Assembly	1	EA
Connection to existing 16" Reclaim Line	2	EA
Connection to Existing 8" Reclaim Line	2	EA

### Concrete

Curb- Valley Gutter	94	LF
Curb- Type D	176	LF
Paving 8"	4,304	SF
Sidewalk @ BLDG	4,530	SF
12" Stabilized Subgrade	982	SY
Dumpster Pad	181	SF

### Asphalt Light Duty

1" SP 9.5	15,615	SY
1" SP 9.5	15,615	SY
Tack	15,615	SY
Prime	15,615	SY
8" Limerock	15,615	SY
12" Stabilized Subgrade	15,615	SY

### Grassing

DRA Sod	9,253	SY
Right of Way Sod	500	SY

### Striping & Signs

Handicap Stall and Sign	6	EA
Paint- White 24"	70	LF
Paint- White 6"	1,270	LF
Paint- Yellow 6"	148	LF
Sign- Stop	4	EA
Sign- FDC	1	EA
Sign- No Parking Lane	1	EA
Wheelstop	6	EA

### Logistics Plan

6" Limerock- Contractors Parking	1,440	SY
8" Limerock- Crane Roads	3,743	SY
Removal of Crane Road	3,743	SY

12" Stabilized Subgrade- Laydown / Storage Area	3,618	SY		
-------------------------------------------------	-------	----	--	--

Fine Grading for Casting Beds	2,218	SY		
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**Miscellaneous**

Surveying	1	LS		
Asbuilts	1	LS		

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
\$ **1,980,144.65**

**Add Alternate- Vibration Monitoring**

Vibration Monitoring (4 Units)	76	Weekly	\$	91,200.00
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**Add Alternate- Concrete**

Paving 8"	4,304	SF	\$	58,104.00
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**Add Alternate- Water**

Temp Construction Water System (Allowance)	1	LS	\$	18,000.00
--------------------------------------------	---	----	----	-----------

Temp Construction Water Maintenance (Allowance)	1	LS	\$	6,000.00
-------------------------------------------------	---	----	----	----------

Exclusions:

- |                                 |                                                  |
|---------------------------------|--------------------------------------------------|
| 1 Permits                       | 11 Sod Outside DRA / Right of Way                |
| 2 Rock Excavation               | 12 Conduits                                      |
| 3 Unsuitable Remove and Replace | 13 Testing                                       |
| 4 Sinkhole Repair               | 14 Site Lighting                                 |
| 5 Dewatering                    | 15 Non-Traffic Signs                             |
| 6 Concrete Paving / Flatwork    | 16 SWPPP Plan / NOI / NOT                        |
| 7 Sidewalk @ Building           | 17 SWPPP Inspections while Counts is not on Site |
| 8 Dumpster Pad / Enclosure      | 18 Fencing                                       |
| 9 Bollards                      | 19 Concrete wash out area                        |
| 10 Landscaping / Irrigation     | 20 Retaining Walls                               |
|                                 | 21 All Underground Lines Stop 5' from Building   |
|                                 | 22 Vibration Monitoring                          |

Notes:

- 1 Bid based on plans dated:
- 2 Water Meters by Others.
- 3 Backflow Preventers and DDC Assumed to Marion County Spec

Due to the unstable cost of materials and fuel this quote is subject to pricing adjustments at time of material shipping. This may also delay delivery

- 4 schedule.

Respectfully submitted,

\_\_\_\_\_  
Glenn Counts

\_\_\_\_\_  
Date

President

Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Dale Beasley Construction Company LLC

Contact Name: Randall Crozier Title: Estimator

Address: 111 E Central Ave, Suite A, Howey in the Hills FL 34737

Phone Number: 407-490-6560 Email: randall@teamdbc.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/6/26</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$2,873,260.13	\$ 2,873,260.13
2.	Payment & Performance Bond Rate	1	LS	% 2	\$ 57,465.21
				<b>Total Bid:</b>	\$ 2,930,725.34

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	DRIVE LANE & BUILDING PARKING ONLY	1	LS	\$ -131,413.85	\$ -131,413.85
2.	ASPHALT IN LIEU OF CONCRETE @ BUILDING1	1	LS	\$ -93,717.30	\$ -93,717.30

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	NOT INCLUDED
2.	Lead Time for Mobilization	NOT INCLUDED

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.

Randall Crozier	Randall Crozier	2/11/26
Signature	Print Name / Title	Date

# DALE BEASLEY CONSTRUCTION

111 E CENTRAL AVE, SUITE A  
HOWIE IN THE HILLS, FL 34737

Phone 407-616-8769

## BAY LAUREL CENTER - REVISED NEW PLAN

Proposal For:	Date	Job No.
WHARTON SMITH	2/11/2026	
Engineer	Plan Date	Revision
KIMLEY HORN	12/19/2025	2/6/2026

	# OF UNITS	UNIT TYPE	UNIT PRICE	TOTAL
<b>MISC ITEMS</b>				
1 MOBILIZATION / GENERAL CONDITIONS	1	LS	39,322.57	\$39,322.57
2 MOT	1	LS	5,200.00	\$5,200.00
3 SILT FENCE	2,844	LF	2.55	\$7,252.20
4 INLET PROTECTION	26	EA	275.00	\$7,150.00
5 CERTIFIED AS-BUILTS	1	LS	15,113.40	\$15,113.40
6 CONSTRUCTION LAY-OUT	1	LS	45,340.21	\$45,340.21
7 SWPPP/NPDES PERMIT & MONITORING	1	LS	18,290.00	\$18,290.00
			<b>SUB-TOTAL</b>	<b>\$137,668.38</b>

<b>DEMO</b>				
1 DEMO EXISTING SILT FENCE	1,063	LF	0.75	\$797.25
2 DEMO FENCE	67	LF	4.00	\$268.00
3 DEMO LIMEROCK DRIVE	206	SY	26.92	\$5,545.52
			<b>SUB-TOTAL</b>	<b>\$6,610.77</b>

<b>SITE PREP, CLEARING &amp; EARTHWORK</b>				
1 CONSTRUCTION ENTRANCE	1	LS	5,400.00	\$5,400.00
2 CLEAR, GRUB & DISK	9	AC	2,579.86	\$23,218.74
3 EXCAVATION	9,210	CY	2.50	\$23,025.00
4 EMBANKMENT	10,474	CY	2.50	\$26,185.00
5 IMPORT FILL	1,278	CY	24.37	\$31,144.86
7 ROUGH GRADE DURING CONSTRUCTION	1	LS	18,126.85	\$18,126.85
8 FINE GRADE BUILDING PAD	2	EA	2,640.00	\$5,280.00
9 FINE GRADE POND	11,000	SY	0.65	\$7,150.00
10 FINE GRADE SITE FOR LANDSCAPING	1	LS	12,688.79	\$12,688.79
11 SOD POND	11,000	SY	5.20	\$57,200.00
12 SOD DISRTURBED ROW	191	SY	5.20	\$993.20
			<b>SUB-TOTAL</b>	<b>\$210,412.44</b>

<b>SANITARY SEWER</b>				
1 LIFT STATION BUDGET (NO INFO)	1	EA	88,009.83	\$88,009.83
2 8" SDR26	65	LF	38.65	\$2,512.25
3 6" SDR26	22	LF	31.35	\$689.70
4 4" DR18 FORCE MAIN	323	LF	14.63	\$4,725.49
5 4" 45 BEND	1	EA	948.39	\$948.39
6 4" 22 BEND	1	EA	941.54	\$941.54
7 6" CLEANOUT	2	EA	1,163.92	\$2,327.84
8 CONNECT TO EXISTING FM VALVE	1	LS	1,381.32	\$1,381.32
9 MISC FITTINGS	1	LS	1,502.54	\$1,502.54
10 TESTING	1	LS	2,818.78	\$2,818.78
			<b>SUB-TOTAL</b>	<b>\$105,857.68</b>

<b>STORM DRAINAGE</b>				
1 36" RCP	175	LF	220.87	\$38,652.25

2	30" RCP	160	LF	168.94	\$27,030.40
3	24" HP	522	LF	87.30	\$45,570.60
4	18" HP	1,173	LF	62.91	\$73,793.43
5	12" HP	1,135	LF	49.74	\$56,454.90
6	MANHOLE	4	EA	5,001.82	\$20,007.28
7	TYPE F INLET	1	EA	6,172.27	\$6,172.27
8	TYPE V INLET	18	EA	7,044.73	\$126,805.14
9	36" MES W/RIPRAP	3	EA	8,316.53	\$24,949.59
10	30" MES W/RIPRAP	1	EA	7,130.12	\$7,130.12
11	ROOF DRAIN STUB UP	37	EA	2,071.62	\$76,649.94
12	6" CLEANOUT	10	EA	1,432.53	\$14,325.30
13	MISC FITTINGS	1	LS	9,107.61	\$9,107.61
14	FLEXSTORM PURE FILTER	4	EA	2,191.99	\$8,767.96
15	TESTING	2,401	LF	6.25	\$15,006.25
				<b>SUB-TOTAL</b>	<b>\$550,423.04</b>

### WATER DISTRIBUTION

1	8" X 8" WET TAP	1	LS	11,287.46	\$11,287.46
2	2" TEMPORARY JUMPER	1	EA	2,799.86	\$2,799.86
3	8" DR18	363	LF	34.54	\$12,538.02
4	6" DR18	91	LF	24.22	\$2,204.02
5	2" DR9	422	LF	11.57	\$4,882.54
6	1" DR9	92	LF	9.18	\$844.56
7	HYDRANT ASSEMBLY	1	EA	8,859.85	\$8,859.85
8	8" GATE VALVE & BOX	1	EA	3,332.44	\$3,332.44
9	6" GATE VALVE & BOX	1	EA	2,461.37	\$2,461.37
10	4" GATE VALVE & BOX	1	EA	2,078.57	\$2,078.57
11	2" GATE VALVE & BOX	1	EA	1,618.07	\$1,618.07
12	8" X 6" TEE	2	EA	1,454.40	\$2,908.80
13	8" 45 BEND	6	EA	892.24	\$5,353.44
14	8" 22 BEND	2	EA	885.39	\$1,770.78
15	6" 45 BEND	6	EA	725.15	\$4,350.90
16	2" RPZ BACKFLOW	1	EA	4,080.69	\$4,080.69
17	2" TEMPORARY BLOWOFF	1	EA	2,427.83	\$2,427.83
18	MISC.FITTINGS	1	LS	7,497.78	\$7,497.78
19	PRESSURE TESTING & BT's	1	LS	3,586.78	\$3,586.78
				<b>SUB-TOTAL</b>	<b>\$84,883.76</b>

### FIRELINE

1	FIRELINE PERMIT	1	LS	3,400.00	\$3,400.00
2	6" DR14	646	LF	33.18	\$21,434.28
3	6" DDCVDA ASSEMBLY	1	EA	17,809.75	\$17,809.75
4	6" FDC	1	EA	4,590.67	\$4,590.67
5	6" 90 BEND	4	EA	925.43	\$3,701.72
6	6" 45 BEND	10	EA	878.86	\$8,788.60
7	6" INBUILDING RISER	2	EA	4,440.64	\$8,881.28
8	MISC FITTINGS	1	LS	6,987.60	\$6,987.60
9	PRESSURE TEST	1	LS	2,818.78	\$2,818.78
				<b>SUB-TOTAL</b>	<b>\$78,412.68</b>

### ROAD / BASE WORK

1	12" STABILIZED SUBGRADE	16,252	SY	12.51	\$203,312.52
2	8" LIMEROCK BASE	14,734	SY	30.77	\$453,365.18
3	2" TYPE SP-9.5 ASPHALT (2 - 1" Lift)	14,553	SY	28.56	\$415,633.68
4	PRIME & SAND	14,553	SY	0.49	\$7,130.97
5	6" CONCRETE PAVEMENT	12,033	SF	18.75	\$225,618.75

6	TYPE D CURB	874	LF	30.00	\$26,220.00
7	4" CONCRETE SIDEWALK nr	2,700	SF	7.25	\$19,575.00
8	ADDITIONAL COST FOR THICKEDGE SIDEWALK	314	LF	21.38	\$6,713.32
9	6" BOLLARDS	32	EA	985.00	\$31,520.00
10	STRIPING & SIGNAGE (PER PLAN ONLY)	1	LS	22,175.00	\$22,175.00
<b>SUB-TOTAL</b>					<b>\$1,411,264.42</b>

#### **CONSTRUCTION ADDS**

1	8" LIMEROCK CRANE ACCESS ROAD	5,000	SY	45.19	\$225,950.00
2	6" LIMEROCK CONSTRUCTION PARKING	1,320	SY	37.64	\$49,684.80
3	3" TEMPORARY WATER SERVICE	1	LS	12,092.16	\$12,092.16
<b>SUB-TOTAL</b>					<b>\$287,726.96</b>

#### **TOTAL**

**\$2,873,260.13**

#### **ALTERNATE FOR ASPHALT AT BUILDING**

1	8" LIMEROCK BASE	860	SY	30.77	\$26,462.20
2	2" TYPE SP-9.5 ASPHALT (2 - 1" Lift)	860	SY	28.56	\$24,561.60
3	PRIME & SAND	860	SY	0.49	\$421.40
4	6" CONCRETE PAVEMENT	-7,742	SF	18.75	-\$145,162.50
<b>SUB-TOTAL</b>					<b>-\$93,717.30</b>

#### **NOTES**

##### **SITWORK**

- 1) Construction staking inclusive of contract items only.
- 2) No handling or removal of Hazardous waste or substandard soil (MUCK) removal included unless specified.
- 3) No allowance has been made for the relocation of endangered plants or animals.
- 4) Construction Testing by others to be coordinated with Dale Beasley Construction.
- 5) Material storage walls by others
- 6) Due to market instability concrete & asphalt pricing will need to be verified and revised at that phase of the project

##### **UTILITIES/ STORM SEWER**

- 1) Relocation conflicting utilities by others, if required (power poles, conduits, etc.)
- 2) Meters and boxes by others.
- 3) No Dewatering Included
- 4) No Laser Profiling of storm included or anticipated
- 5) Backflow tamper switch conduit & electrical by others

##### **ADMINISTRATION**

- 1) This proposal is valid for 30 days from bid date.
- 2) Proposal inclusive of line items only.
- 3) No permits included, If required they can be obtained and charged by change order
- 4) Signs Quoted Meet County Standards Only Not Decorative
- 5) Dumpster pad by others
- 6) The prices stated in this proposal are based on supplier pricing in effect on the date of this proposal. Due to the volatility of the market these prices are subject to adjustment in the event manufacturing pricing is increased and/or surcharges are imposed on products shipped

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APPROVED

---

DATE

# DALE BEASLEY CONSTRUCTION

111 E CENTRAL AVE, SUITE A  
HOWIE IN THE HILLS, FL 34737

Phone 407-616-8769

## BAY LAUREL CENTER - DRIVE LANES ONLY NEW PLAN

Proposal For:	Date	Job No.
WHARTON SMITH	2/11/2026	
Engineer	Plan Date	Revision
KIMLEY HORN	12/19/2025	2/6/2026

	# OF UNITS	UNIT TYPE	UNIT PRICE	TOTAL
<b>MISC ITEMS</b>				
1 MOBILIZATION / GENERAL CONDITIONS	1	LS	39,322.57	\$39,322.57
2 MOT	1	LS	5,200.00	\$5,200.00
3 SILT FENCE	2,844	LF	2.55	\$7,252.20
4 INLET PROTECTION	26	EA	275.00	\$7,150.00
5 CERTIFIED AS-BUILTS	1	LS	15,113.40	\$15,113.40
6 CONSTRUCTION LAY-OUT	1	LS	45,340.21	\$45,340.21
7 SWPPP/NPDES PERMIT & MONITORING	1	LS	18,290.00	\$18,290.00
			<b>SUB-TOTAL</b>	<b>\$137,668.38</b>

<b>DEMO</b>				
1 DEMO EXISTING SILT FENCE	1,063	LF	0.75	\$797.25
2 DEMO FENCE	67	LF	4.00	\$268.00
3 DEMO LIMEROCK DRIVE	206	SY	26.92	\$5,545.52
			<b>SUB-TOTAL</b>	<b>\$6,610.77</b>

<b>SITE PREP, CLEARING &amp; EARTHWORK</b>				
1 CONSTRUCTION ENTRANCE	1	LS	5,400.00	\$5,400.00
2 CLEAR, GRUB & DISK	9	AC	2,579.86	\$23,218.74
3 EXCAVATION	9,000	CY	2.50	\$22,500.00
4 EMBANKMENT	10,940	CY	2.50	\$27,350.00
5 IMPORT FILL	1,944	CY	24.37	\$47,375.28
6 ROUGH GRADE DURING CONSTRUCTION	1	LS	18,126.85	\$18,126.85
7 FINE GRADE BUILDING PAD	2	EA	2,640.00	\$5,280.00
8 FINE GRADE POND	11,000	SY	0.65	\$7,150.00
9 FINE GRADE SITE FOR LANDSCAPING	1	LS	12,688.79	\$12,688.79
10 SOD POND	11,000	SY	5.20	\$57,200.00
11 SOD DISRTURBED ROW	191	SY	5.20	\$993.20
			<b>SUB-TOTAL</b>	<b>\$227,282.86</b>

<b>SANITARY SEWER</b>				
1 LIFT STATION BUDGET (NO INFO)	1	EA	88,009.83	\$88,009.83
2 8" SDR26	65	LF	38.65	\$2,512.25
3 6" SDR26	22	LF	31.35	\$689.70
4 4" DR18 FORCE MAIN	323	LF	14.63	\$4,725.49
5 4" 45 BEND	1	EA	948.39	\$948.39
6 4" 22 BEND	1	EA	941.54	\$941.54
7 6" CLEANOUT	2	EA	1,163.92	\$2,327.84
8 CONNECT TO EXISTING FM VALVE	1	LS	1,381.32	\$1,381.32
9 MISC FITTINGS	1	LS	1,502.54	\$1,502.54
10 TESTING	1	LS	2,818.78	\$2,818.78
			<b>SUB-TOTAL</b>	<b>\$105,857.68</b>

<b>STORM DRAINAGE</b>				
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15	TESTING	2,401	LF	6.25	\$15,006.25
				<b>SUB-TOTAL</b>	<b>\$550,423.04</b>

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6	1" DR9	92	LF	9.18	\$844.56
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8	8" GATE VALVE & BOX	1	EA	3,332.44	\$3,332.44
9	6" GATE VALVE & BOX	1	EA	2,461.37	\$2,461.37
10	4" GATE VALVE & BOX	1	EA	2,078.57	\$2,078.57
11	2" GATE VALVE & BOX	1	EA	1,618.07	\$1,618.07
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13	8" 45 BEND	6	EA	892.24	\$5,353.44
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17	2" TEMPORARY BLOWOFF	1	EA	2,427.83	\$2,427.83
18	MISC.FITTINGS	1	LS	7,497.78	\$7,497.78
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				<b>SUB-TOTAL</b>	<b>\$84,883.76</b>

### FIRELINE

1	FIRELINE PERMIT	1	LS	3,400.00	\$3,400.00
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8	MISC FITTINGS	1	LS	6,987.60	\$6,987.60
9	PRESSURE TEST	1	LS	2,818.78	\$2,818.78
				<b>SUB-TOTAL</b>	<b>\$78,412.68</b>

### ROAD / BASE WORK

1	12" STABILIZED SUBGRADE	13,024	SY	12.51	\$162,930.24
2	8" LIMEROCK BASE	12,792	SY	30.77	\$393,609.84
3	2" TYPE SP-9.5 ASPHALT (2 - 1" Lift)	12,560	SY	28.56	\$358,713.60
4	PRIME & SAND	12,560	SY	0.49	\$6,154.40
5	6" CONCRETE PAVEMENT	12,033	SF	18.75	\$225,618.75

6	TYPE D CURB	1,199	LF	30.00	\$35,970.00
7	4" CONCRETE SIDEWALK nr	2,700	SF	7.25	\$19,575.00
8	ADDITIONAL COST FOR THICKEDGE SIDEWALK	314	LF	21.38	\$6,713.32
9	6" BOLLARDS	32	EA	985.00	\$31,520.00
10	STRIPING & SIGNAGE (PER PLAN ONLY)	1	LS	22,175.00	\$22,175.00
<b>SUB-TOTAL</b>					<b>\$1,262,980.15</b>

#### **CONSTRUCTION ADDS**

1	8" LIMEROCK CRANE ACCESS ROAD	5,000	SY	45.19	\$225,950.00
2	6" LIMEROCK CONSTRUCTION PARKING	1,320	SY	37.64	\$49,684.80
3	3" TEMPORARY WATER SERVICE	1	LS	12,092.16	\$12,092.16
<b>SUB-TOTAL</b>					<b>\$287,726.96</b>

#### **TOTAL**

**\$2,741,846.28**

#### **ALTERNATE FOR ASPHALT AT BUILDING**

1	8" LIMEROCK BASE	860	SY	30.77	\$26,462.20
2	2" TYPE SP-9.5 ASPHALT (2 - 1" Lift)	860	SY	28.56	\$24,561.60
3	PRIME & SAND	860	SY	0.49	\$421.40
4	6" CONCRETE PAVEMENT	-7,742	SF	18.75	-\$145,162.50
<b>SUB-TOTAL</b>					<b>-\$93,717.30</b>

#### **NOTES**

##### **SITWORK**

- 1) Construction staking inclusive of contract items only.
- 2) No handling or removal of Hazardous waste or substandard soil (MUCK) removal included unless specified.
- 3) No allowance has been made for the relocation of endangered plants or animals.
- 4) Construction Testing by others to be coordinated with Dale Beasley Construction.
- 5) Material storage walls by others
- 6) Due to market instability concrete & asphalt pricing will need to be verified and revised at that phase of the project

##### **UTILITIES/ STORM SEWER**

- 1) Relocation conflicting utilities by others, if required (power poles, conduits, etc.)
- 2) Meters and boxes by others.
- 3) No Dewatering Included
- 4) No Laser Profiling of storm included or anticipated
- 5) Backflow tamper switch conduit & electrical by others

##### **ADMINISTRATION**

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- 4) Signs Quoted Meet County Standards Only Not Decorative
- 5) Dumpster pad by others
- 6) The prices stated in this proposal are based on supplier pricing in effect on the date of this proposal. Due to the volatility of the market these prices are subject to adjustment in the event manufacturing pricing is increased and/or surcharges are imposed on products shipped

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APPROVED

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DATE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**BEASLEY, DALE ALLEN**

BBM CLEARING & GRADING CONTRACTORS INC  
7335 SPRING MOUNTAIN LANE  
YALAHA FL 34797

**LICENSE NUMBER: CUC057385**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)

ISSUED: 05/24/2024

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**Jimmy Patronis**  
**CHIEF FINANCIAL OFFICER**

**JoAnne Rice**  
**DIVISION DIRECTOR**



**Bruce Gillingham**  
**BUREAU CHIEF**

**Catherine Thrasher**  
**SAFETY PROGRAM MANAGER**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY**  
**OFFICIAL COPY**

THIS CERTIFIES THAT: Dale A Beasley  
111 E. Central Ave  
Howey In The Hills FL 34737

BUSINESS ORGANIZATION: Dale Beasley Construction Company, LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2024  
Type: 09  
Class: 14  
County: Lake  
License/Permit #: 042780-0001-2008  
Expiration Date: 06/30/2026



Handwritten signature of Jimmy Patronis in black ink.

**Chief Financial Officer**

Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Dale Beasley Construction Company LLC

Contact Name: Randall Crozier Title: Estimator

Address: 111 E Central Ave, Suite A, Howey in the Hills FL 34737

Phone Number: 407-490-6560 Email: randall@teambdc.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/6/26</u>	No.: <u>4</u>	Addendum Date: <u>3/2/26</u>
		<u>5</u>	<u>3/3/26</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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$2,833,579.60	\$ 2,833,579.60
2.	Payment & Performance Bond Rate	1	LS	% 2	\$ 56,671.59
				<b>Total Bid:</b>	\$ 2,890,251.20

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	DRIVE LANE & BUILDING PARKING ONLY	1	LS	\$	\$
2.	ASPHALT IN LIEU OF CONCRETE @ BUILDING1	1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	NOT INCLUDED
2.	Lead Time for Mobilization	NOT INCLUDED

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.

Randall Crozier	Randall Crozier	3/9/26
Signature	Print Name / Title	Date


## Bay Laurel

---

**From** Randall Crozier <Randall@teamdbc.com>

**Date** Mon 3/9/2026 10:20 AM

**To** Wharton Smith Commercial Estimating <comest@whartonsmith.com>

 2 attachments (438 KB)

BAY LAUREL CENTER PROPOSAL revised addendum 4.pdf; 01-Early Sitework Exhibit B-Bid Form.pdf;

Good morning,

Please see the revised proposal for Bay Laurel. I did not include the 8" reclaim that extends past the property on the East side of the project, I stopped at the property line. The engineer needs to give more information as to where it connects and what it connects to.

Thanks,  
Randall Crozier



**CELL: 407.490.6560 OFFICE: 407.616.8769 EMAIL: [Randall@teamdbc.com](mailto:Randall@teamdbc.com)**

**[DALE BEASLEY CONSTRUCTION](#) [TEAM DBC](#) [GOOYEN TRENCHLESS SERVICES](#)**

**111 E CENTRAL AVE. SUITE A, HOWIE IN THE HILLS, FL 34737**

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# DALE BEASLEY CONSTRUCTION

111 E CENTRAL AVE, SUITE A  
HOWIE IN THE HILLS, FL 34737

Phone 407-616-8769

## BAY LAUREL CENTER

Proposal For:	Date	Job No.
WHARTON SMITH	3/9/2026	
Engineer	Plan Date	Revision
KIMLEY HORN	12/19/2025	2/27/2026

	# OF UNITS	UNIT TYPE	UNIT PRICE	TOTAL
<b>MISC ITEMS</b>				
1 MOBILIZATION / GENERAL CONDITIONS	1	LS	41,920.81	\$41,920.81
2 MOT	1	LS	5,200.00	\$5,200.00
3 SILT FENCE	2,844	LF	2.55	\$7,252.20
4 INLET PROTECTION	26	EA	275.00	\$7,150.00
5 CERTIFIED AS-BUILTS	1	LS	15,370.96	\$15,370.96
6 CONSTRUCTION LAY-OUT	1	LS	46,112.89	\$46,112.89
7 SWPPP/NPDES PERMIT & MONITORING	1	LS	18,290.00	\$18,290.00
			<b>SUB-TOTAL</b>	<b>\$141,296.86</b>

<b>DEMO</b>				
1 DEMO EXISTING SILT FENCE	1,063	LF	0.75	\$797.25
2 DEMO FENCE	67	LF	4.00	\$268.00
3 DEMO LIMEROCK DRIVE	206	SY	26.92	\$5,545.52
			<b>SUB-TOTAL</b>	<b>\$6,610.77</b>

<b>SITE PREP, CLEARING &amp; EARTHWORK</b>				
1 CONSTRUCTION ENTRANCE	1	LS	5,400.00	\$5,400.00
2 CLEAR, GRUB & DISK	9	AC	2,579.86	\$23,218.74
3 EXCAVATION	8,907	CY	2.50	\$22,267.50
4 EMBANKMENT	8,106	CY	2.50	\$20,265.00
5 HAULOFF EXCESS FILL (CITY SITE <3 mi)	1,026	CY	13.12	\$13,461.12
6 ROUGH GRADE DURING CONSTRUCTION	1	LS	18,126.85	\$18,126.85
7 FINE GRADE BUILDING PAD	2	EA	2,640.00	\$5,280.00
8 FINE GRADE POND	11,000	SY	0.65	\$7,150.00
9 FINE GRADE SITE FOR LANDSCAPING	1	LS	12,688.79	\$12,688.79
10 SOD POND	11,000	SY	5.20	\$57,200.00
11 SOD DISTURBED ROW	191	SY	5.20	\$993.20
			<b>SUB-TOTAL</b>	<b>\$186,051.20</b>

<b>SANITARY SEWER</b>				
1 LIFT STATION BUDGET (NO INFO)	1	EA	88,009.83	\$88,009.83
2 MANHOLE	2	EA	7,395.08	\$14,790.16
3 8" SDR26	240	LF	38.29	\$9,189.60
4 6" SDR26	140	LF	30.81	\$4,313.40
5 2" DR9 FORCE MAIN	323	LF	11.94	\$3,856.62
6 6" CLEANOUT	4	EA	1,163.92	\$4,655.68
7 CONNECT TO EXISTING FM VALVE	1	LS	1,458.02	\$1,458.02
8 MISC FITTINGS	1	LS	1,617.59	\$1,617.59
9 TESTING	1	LS	2,818.78	\$2,818.78
			<b>SUB-TOTAL</b>	<b>\$130,709.68</b>

<b>STORM DRAINAGE</b>				
1 36" RCP	176	LF	220.87	\$38,873.12
2 30" RCP	374	LF	168.94	\$63,183.56

3	24" HP	522	LF	87.30	\$45,570.60
4	18" HP	1,087	LF	62.91	\$68,383.17
5	12" HP	1,136	LF	49.74	\$56,504.64
6	MANHOLE	3	EA	5,474.35	\$16,423.05
7	TYPE F INLET	1	EA	8,320.94	\$8,320.94
8	TYPE V INLET	18	EA	7,044.73	\$126,805.14
9	36" MES W/RIPRAP	3	EA	8,316.53	\$24,949.59
10	ROOF DRAIN STUB UP	37	EA	2,071.62	\$76,649.94
11	6" CLEANOUT	9	EA	1,432.53	\$12,892.77
12	MISC FITTINGS	1	LS	9,896.50	\$9,896.50
13	FLEXSTORM PURE FILTER	4	EA	2,191.99	\$8,767.96
14	TESTING	3,294	LF	6.25	\$20,587.50
<b>SUB-TOTAL</b>					<b>\$577,808.48</b>

#### WATER DISTRIBUTION

1	8" X 8" WET TAP	1	LS	11,287.46	\$11,287.46
2	2" TEMPORARY JUMPER	1	EA	2,799.86	\$2,799.86
3	8" DR18	350	LF	34.54	\$12,089.00
4	6" DR18	7	LF	45.18	\$316.26
5	2" DR9	578	LF	11.57	\$6,687.46
6	1" DR9	78	LF	9.36	\$730.08
7	HYDRANT ASSEMBLY	1	EA	8,859.85	\$8,859.85
8	8" GATE VALVE & BOX	1	EA	3,332.44	\$3,332.44
9	6" GATE VALVE & BOX	1	EA	2,461.37	\$2,461.37
10	2" GATE VALVE & BOX	1	EA	1,618.07	\$1,618.07
11	8" X 6" TEE	1	EA	1,300.70	\$1,300.70
12	8" X 6" REDUCER	1	EA	773.08	\$773.08
13	8" 45 BEND	4	EA	892.24	\$3,568.96
14	8" 22 BEND	2	EA	885.39	\$1,770.78
15	2" RPZ BACKFLOW	1	EA	4,080.69	\$4,080.69
16	MISC.FITTINGS	1	LS	10,975.59	\$10,975.59
17	PRESSURE TESTING & BT's	1	LS	3,586.78	\$3,586.78
<b>SUB-TOTAL</b>					<b>\$76,238.43</b>

#### RECLAIM DISTRIBUTION

1	CONNECT TO EXISTING 16" STUB	1	LS	4,689.04	\$4,689.04
2	CUT & CONNECT TO EXISTING 16" MAIN	1	LS	7,148.36	\$7,148.36
3	CUT & CONNECT TO EXISTING 8" MAIN W/8" TEE	1	LS	7,067.56	\$7,067.56
4	CAP EXISTING 16" MAIN	1	LS	3,638.55	\$3,638.55
5	8" DR18	424	LF	34.35	\$14,564.40
6	8" GATE VALVE & BOX	1	EA	3,332.44	\$3,332.44
7	16" X 8" REDUCER	2	EA	2,206.31	\$4,412.62
8	8" 45 BEND	8	EA	892.24	\$7,137.92
9	2" SERVICE	1	EA	2,335.05	\$2,335.05
10	MISC FITTINGS	1	LS	3,699.94	\$3,699.94
11	PRESSURE TEST	1	LS	4,918.66	\$4,918.66
<b>SUB-TOTAL</b>					<b>\$62,944.54</b>

#### FIRELINE

1	FIRELINE PERMIT	1	LS	3,400.00	\$3,400.00
2	6" DR14	315	LF	32.73	\$10,309.95
3	6" DDCVDA ASSEMBLY W/FDC	1	EA	19,946.33	\$19,946.33
4	6" 45 BEND	8	EA	878.86	\$7,030.88
5	6" INBUILDING RISER	1	EA	4,440.64	\$4,440.64
6	MISC FITTINGS	1	LS	3,707.78	\$3,707.78
7	PRESSURE TEST	1	LS	2,818.78	\$2,818.78
<b>SUB-TOTAL</b>					<b>\$51,654.36</b>

**ROAD / BASE WORK**

1	12" STABILIZED SUBGRADE	16,625	SY	12.51	\$207,978.75
2	8" LIMEROCK BASE	15,651	SY	30.77	\$481,581.27
3	2" TYPE SP-9.5 ASPHALT (2 - 1" Lift)	15,458	SY	28.56	\$441,480.48
4	PRIME & SAND	15,458	SY	0.49	\$7,574.42
5	8" CONCRETE PAVEMENT W/6X6 WIRE	7,026	SF	18.75	\$131,737.50
6	TYPE D CURB	452	LF	30.00	\$13,560.00
7	4" CONCRETE SIDEWALK nr	4,492	SF	7.25	\$32,567.00
8	ADDITIONAL COST FOR THICKEDGE SIDEWALK	355	LF	21.38	\$7,589.90
9	6" BOLLARDS	32	EA	985.00	\$31,520.00
10	STRIPING & SIGNAGE (PER PLAN ONLY)	1	LS	23,375.00	\$23,375.00
<b>SUB-TOTAL</b>					<b>\$1,378,964.32</b>

**CONSTRUCTION ADDS**

1	8" LIMEROCK CRANE ACCESS ROAD	5,000	SY	34.03	\$170,150.00
2	6" LIMEROCK CONSTRUCTION PARKING	1,320	SY	29.59	\$39,058.80
3	3" TEMPORARY WATER SERVICE	1	LS	12,092.16	\$12,092.16
<b>SUB-TOTAL</b>					<b>\$221,300.96</b>

**TOTAL****\$2,833,579.60****NOTES**SITWORK

- 1) Construction staking inclusive of contract items only.
- 2) No handling or removal of Hazardous waste or substandard soil (MUCK) removal included unless specified.
- 3) No allowance has been made for the relocation of endangered plants or animals.
- 4) Construction Testing by others to be coordinated with Dale Beasley Construction.
- 5) Material storage walls by others
- 6) Due to market instability concrete & asphalt pricing will need to be verified and revised at that phase of the project

UTILITIES/ STORM SEWER

- 1) Relocation conflicting utilities by others, if required (power poles, conduits, etc.)
- 2) Meters and boxes by others.
- 3) No Dewatering Included
- 4) No Laser Profiling of storm included or anticipated
- 5) Backflow tamper switch conduit & electrical by others
- 6) East side reclaim connection not included in this proposal, includes 8" to property line only (need more info)

ADMINISTRATION

- 1) This proposal is valid for 30 days from bid date.
- 2) Proposal inclusive of line items only.
- 3) No permits included, If required they can be obtained and charged by change order
- 4) Signs Quoted Meet County Standards Only Not Decorative
- 5) Dumpster pad by others
- 6) The prices stated in this proposal are based on supplier pricing in effect on the date of this proposal. Due to the volatility of the market these prices are subject to adjustment in the event manufacturing pricing is increased and/or surcharges are imposed on products shipped

\_\_\_\_\_  
APPROVED\_\_\_\_\_  
DATE

Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Earthmovers Inc.

Contact Name: Donald Lee Title: President

Address: 5605 N US Highway 441, Ocala FL 34475

Phone Number: 352-236-1400 Email: Don@earthmovers-inc.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/6/26</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$ 2,153,807	\$ 2,153,807
2.	Payment & Performance Bond Rate	1	LS	%	\$ N/A
				<b>Total Bid:</b>	\$ 2,153,807
<a href="#">See attached Itemized Bid</a>					


**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	N/A
2.	Lead Time for Mobilization	10 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.

 <hr/> Signature	Donald Lee <hr/> Print Name / Title	2/11/26 <hr/> Date
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Price

**Bay Laurel CDD**

	Quantity	Unit	Unit Price	<b>\$2,153,807</b>
<b>Startup</b>			<b>Subtotal</b>	<b>\$221,176</b>
Mobilization	1	ls	\$50,000	\$50,000
Surveying	1	ls	\$110,400	\$110,400
Access	1	ls	\$9,800	\$9,800
Erosion control/tree protection	1	ls	\$50,976	\$50,976
<b>Clearing &amp; Demolition</b>			<b>Subtotal</b>	<b>\$20,814</b>
Clearing	1	ls	\$18,670.00	\$18,670
Demolition	1	ls	\$2,144.00	\$2,144
<b>Earthwork</b>			<b>Subtotal</b>	<b>\$203,092</b>
Site Grading	9	ac	\$4,500.00	\$40,500
Excavation	7,255	cy	\$7.20	\$52,236
Fill	10,727	cy	\$1.67	\$17,914
Import	4,340.00	cy	\$21.30	\$92,442
<b>Paving</b>			<b>Subtotal</b>	<b>\$884,293</b>
HDA 2 8 12	14,559	sy	\$58.81	\$856,200
Striping & Signeage	1	ls	\$20,533.25	\$20,533
MOT	1	ls	\$7,560.00	\$7,560
<b>Concrete</b>			<b>Subtotal</b>	<b>\$63,707</b>
HDC (Grading Only)	1,450	sy	\$12.39	\$17,966
Curb D, Vertical, Ribbon	902	lf	\$22.00	\$19,844
Curb Miami, Valley	91	lf	\$43.75	\$3,981
Sidewalk	2,541	sf	\$8.63	\$21,916
<b>Miscellaneous</b>			<b>Subtotal</b>	<b>\$121,284</b>
Sod (Pond Banks)	38,900	sf	\$0.69	\$26,744
35,000sf Laydown	1	ls	\$62,540	\$62,540
Crane Road	1	ls	\$32,000.00	\$32,000
<b>Utilities</b>			<b>Subtotal</b>	<b>\$639,442</b>
Water/Fire Service	1	ls	\$118,544	\$118,544
Sanitary Sewer Service	1	ls	\$75,849	\$75,849
Stormwater Management	1	ls	\$435,225	\$435,225
Sleeving (irrigation)	1	ls	\$4,128	\$4,128
General Conditions	1	ls	\$5,696	\$5,696

Alternate

Textura Fees	1 ls	\$5,000.00	\$5,000.00
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Excludes:

Performance Bond

Site Lighting

Landscape - Irrigation

Concrete Washouts

Sidewalk within 5' of Building

Dumpster Pad(s)

Security Guardrail

Alta Survey

Any Items on Architectural Drawings unless specifically indicated in this Proposal.

Due to unstable cost of materials, pricing subject to price adjustments at time of material shipping.

Clarifications:

If priced, pad aggregate material is Limerock unless otherwise indicated

Plans Received: 02/03/26

Bid Dated: 02/11/26

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**Re: Invitation to Bid - Bay Laurel Center CDD Utility Operations Facility : 01-Sitework**

---

**From** Donald Lee <Don@earthmovers-inc.com>

**Date** Wed 2/11/2026 12:41 PM

**To** Wharton Smith Commercial Estimating <comest@whartonsmith.com>; Les Furmanski <Les@earthmovers-inc.com>

 1 attachment (3 KB)

Outlook-logo\_color;

10 da or Mob

Thank you,

*Donald Lee*

Earthmovers, Inc.



5605 N US HWY 441

Ocala, FL 34475

352-236-1400 P

352-236-1454 F

[don@earthmovers-inc.com](mailto:don@earthmovers-inc.com)

[www.earthmovers-inc.com](http://www.earthmovers-inc.com)

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**From:** Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**Sent:** Wednesday, February 11, 2026 12:31 PM

**To:** Les Furmanski <Les@earthmovers-inc.com>

**Cc:** Donald Lee <Don@earthmovers-inc.com>

**Subject:** Re: Invitation to Bid - Bay Laurel Center CDD Utility Operations Facility : 01-Sitework

Good afternoon Les,

We confirm receipt of your proposal. Can you confirm what your lead time for mobilization would be?

We will review everything else and reach out if we have any questions or need any further information.

Thank you,

**Nichole Voitel | Senior Preconstruction Services Specialist | Water**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL 32771

Office: (407) 321-8410 x3622

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**From:** Les Furmanski <Les@earthmovers-inc.com>  
**Sent:** Wednesday, February 11, 2026 12:18 PM  
**To:** James Manye e <jmanye\_e@whartonsmith.com>  
**Cc:** Ashley Goldberg <agoldberg@whartonsmith.com>; Donald Lee <Don@earthmovers-inc.com>  
**Subject:** Re: Invitation to Bid - Bay Laurel Center CDD Utility Operations Facility : 01-Sitework

James, attached please find out BLCDD price and bid form. Please let us know if you have any questions.

Thank you.

*Les Furmanski*

**Estimating**

*Earthmovers Inc | 5605 N US Hwy 441 | Ocala, FL 34475  
Tel: 352-236-1400 | Cell: 352-427-0078 | Fax: 352-236-1454  
[Les@Earthmovers-Inc.com](mailto:Les@Earthmovers-Inc.com) | [Earthmovers-Inc.com](http://Earthmovers-Inc.com)*

---

**From:** James Manye e <[jmanye\\_e@whartonsmith.com](mailto:jmanye_e@whartonsmith.com)>  
**Sent:** Wednesday, January 28, 2026 14:42  
**To:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Cc:** Ashley Goldberg <[agoldberg@whartonsmith.com](mailto:agoldberg@whartonsmith.com)>  
**Subject:** RE: Invitation to Bid - Bay Laurel Center CDD Utility Operations Facility : 01-Sitework

Les – We only have the PDF documents at this time.

Respectfully,



**James R. Manyette | Senior Preconstruction Services Manager**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**  
**[750 Monroe Road, Sanford, FL 32771](http://www.whartonsmith.com) | Cell: (407) 810-9590**

---

**From:** Wharton Smith Commercial Estimating <[comest@whartonsmith.com](mailto:comest@whartonsmith.com)>  
**Sent:** Wednesday, January 28, 2026 1:36 PM  
**To:** James Manye e <[jmanye\\_e@whartonsmith.com](mailto:jmanye_e@whartonsmith.com)>  
**Subject:** FW: Invitation to Bid - Bay Laurel Center CDD Utility Operations Facility : 01-Sitework

**Christine Carasas | Preconstruction Specialist Commercial Division**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**  
750 Monroe Road, Sanford, FL, 32771  
Office: (407) 321-8410 x 3873

---

**From:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Sent:** Wednesday, January 28, 2026 12:13 PM



Price

**Bay Laurel CDD**

	Quantity	Unit	Unit Price	<b>\$1,945,741</b>
<b>Startup</b>			Subtotal	\$221,176
Mobilization	1	ls	\$50,000	\$50,000
Surveying	1	ls	\$110,400	\$110,400
Access	1	ls	\$9,800	\$9,800
Erosion control/tree protection	1	ls	\$50,976	\$50,976
<b>Clearing &amp; Demolition</b>			Subtotal	\$20,814
Clearing	1	ls	\$18,670.00	\$18,670
Demolition	1	ls	\$2,144.00	\$2,144
<b>Earthwork</b>			Subtotal	\$203,092
Site Grading	9	ac	\$4,500.00	\$40,500
Excavation	7,255	cy	\$7.20	\$52,236
Fill	10,727	cy	\$1.67	\$17,914
Import	4,340.00	cy	\$21.30	\$92,442
<b>Paving</b>			Subtotal	\$703,281
HDA 2 8 12	10,258	sy	\$58.81	\$603,283
Stabilization (Outer Areas) 0 12	6,143	sy	\$12.51	\$76,847
Striping & Signage	1	ls	\$15,591.70	\$15,592
MOT	1	ls	\$7,560.00	\$7,560
<b>Concrete</b>			Subtotal	\$36,652
HDC (Grading Only)	868	sy	\$12.39	\$10,755
Curb Miami, Valley	91	lf	\$43.75	\$3,981
Sidewalk	2,541	sf	\$8.63	\$21,916
<b>Miscellaneous</b>			Subtotal	\$121,284
Sod (Pond Banks)	38,900	sf	\$0.69	\$26,744
35,000sf Laydown	1	ls	\$62,540	\$62,540
Crane Road	1	ls	\$32,000.00	\$32,000
<b>Utilities</b>			Subtotal	\$639,442
Water/Fire Service	1	ls	\$118,544	\$118,544
Sanitary Sewer Service	1	ls	\$75,849	\$75,849
Stormwater Management	1	ls	\$435,225	\$435,225
Sleeving (irrigation)	1	ls	\$4,128	\$4,128
General Conditions	1	ls	\$5,696	\$5,696

Reduced Paving VE



Base Bid \$884,293



Reduced Concrete/Curbs VE



Base Bid \$63,707



Alternate

Textura Fees	1 ls	\$5,000.00	\$5,000.00
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Excludes:

Performance Bond

Site Lighting

Landscape - Irrigation

Concrete Washouts

Sidewalk within 5' of Building

Dumpster Pad(s)

Security Guardrail

Alta Survey

Any Items on Architectural Drawings unless specifically indicated in this Proposal.

Due to unstable cost of materials, pricing subject to price adjustments at time of material shipping.

Clarifications:

If priced, pad aggregate material is Limerock unless otherwise indicated

Plans Received: 02/03/26

Bid Dated: 03/02/26

## James Manyette

---

**From:** Les Furmanski <Les@earthmovers-inc.com>  
**Sent:** Monday, March 2, 2026 3:07 PM  
**To:** James Manyette  
**Cc:** Donald Lee  
**Subject:** Re: Bay Laurel CDD Utility Ops Ctr. - VE changes  
**Attachments:** 20260209 BLCDD - 3-2-26.pdf

James, attached is the price with the changes that we discussed.

- Asphalt size reduced (replaced with stabilization)
- Curbs eliminated
- HDC area reduced (now paved)
- Striping & Signage reduced

Please let me know if you have questions.

### *Les Furmanski*

#### **Estimating**

Earthmovers Inc | 5605 N US Hwy 441 | Ocala, FL 34475  
Tel: 352-236-1400 | Cell: 352-427-0078 | Fax: 352-236-1454  
[Les@Earthmovers-Inc.com](mailto:Les@Earthmovers-Inc.com) | [Earthmovers-Inc.com](http://Earthmovers-Inc.com)

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**From:** Les Furmanski <Les@earthmovers-inc.com>  
**Sent:** Friday, February 27, 2026 12:35  
**To:** James Manyette <jmanyette@whartonsmith.com>  
**Cc:** Donald Lee <Don@earthmovers-inc.com>  
**Subject:** Re: Bay Laurel CDD Utility Ops Ctr. - VE changes

Hi James, let me look again, too many options.

Les Furmanski

---

**From:** James Manyette <jmanyette@whartonsmith.com>  
**Sent:** Thursday, February 26, 2026 6:17:19 PM  
**To:** Les Furmanski <Les@earthmovers-inc.com>  
**Cc:** Donald Lee <Don@earthmovers-inc.com>  
**Subject:** RE: Bay Laurel CDD Utility Ops Ctr. - VE changes

Les,

Just getting back to this...

So, can I calculate the asphalt as your new (reduced area) price of \$603,273 in lieu of your previous paving \$856,200. Making the deduct (from your original base bid) for the reduced area \$ - 257,927 ??

And is the \$-73,112 a total deduct price for deleting of curbs and adding of stabilized subgrade? Or does this need to be calculated against your original pricing to arrive at a delta amount for deduct?

I'm working from your original bid and showing the owner deducts for these items. That's the source of my confusion. I hope this makes sense.

Respectfully,



**James R. Manyette | Senior Preconstruction Services Manager**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**  
**[750 Monroe Road, Sanford, FL 32771](http://www.whartonsmith.com) | Cell: (407) 810-9590**

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**From:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Sent:** Wednesday, February 25, 2026 10:41 AM  
**To:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Cc:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>  
**Subject:** Re: Bay Laurel CDD Utility Ops Ctr. - VE changes

Ok, so asphalt price is 10,258 sy @ \$58.81 = \$603,273

Delete Curb price.

Add Stabilized Subgrade in the removed paving areas: 6,143 sy @ \$12.39 = \$76,112

***Les Furmanski***

**Estimating**

*Earthmovers Inc | 5605 N US Hwy 441 | Ocala, FL 34475  
Tel: 352-236-1400 | Cell: 352-427-0078 | Fax: 352-236-1454  
[Les@Earthmovers-Inc.com](mailto:Les@Earthmovers-Inc.com) | [Earthmovers-Inc.com](http://www.earthmovers-inc.com)*

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**From:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Sent:** Tuesday, February 24, 2026 16:17  
**To:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Cc:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>  
**Subject:** RE: Bay Laurel CDD Utility Ops Ctr. - VE changes

Yes that is correct also. Assume if they take the reduced asphalt they will take the removed curb/islands.

Respectfully,

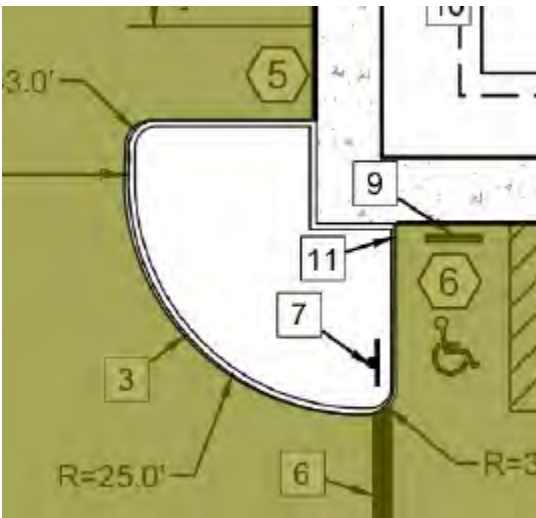
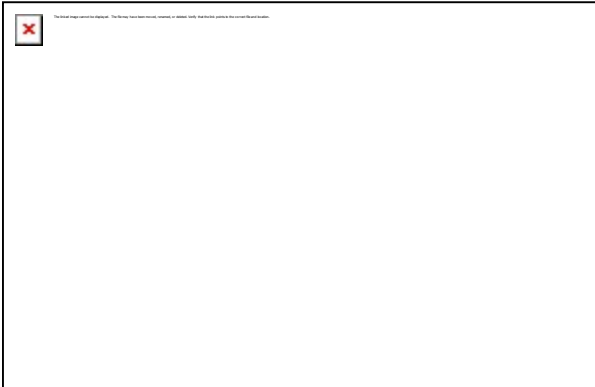


**James R. Manyette | Senior Preconstruction Services Manager**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**  
**[750 Monroe Road, Sanford, FL 32771](http://www.whartonsmith.com) | Cell: (407) 810-9590**

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**From:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Sent:** Tuesday, February 24, 2026 4:15 PM  
**To:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Cc:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>  
**Subject:** Re: Bay Laurel CDD Utility Ops Ctr. - VE changes

Would you also delete these islands and pave this?



**Les Furmanski**

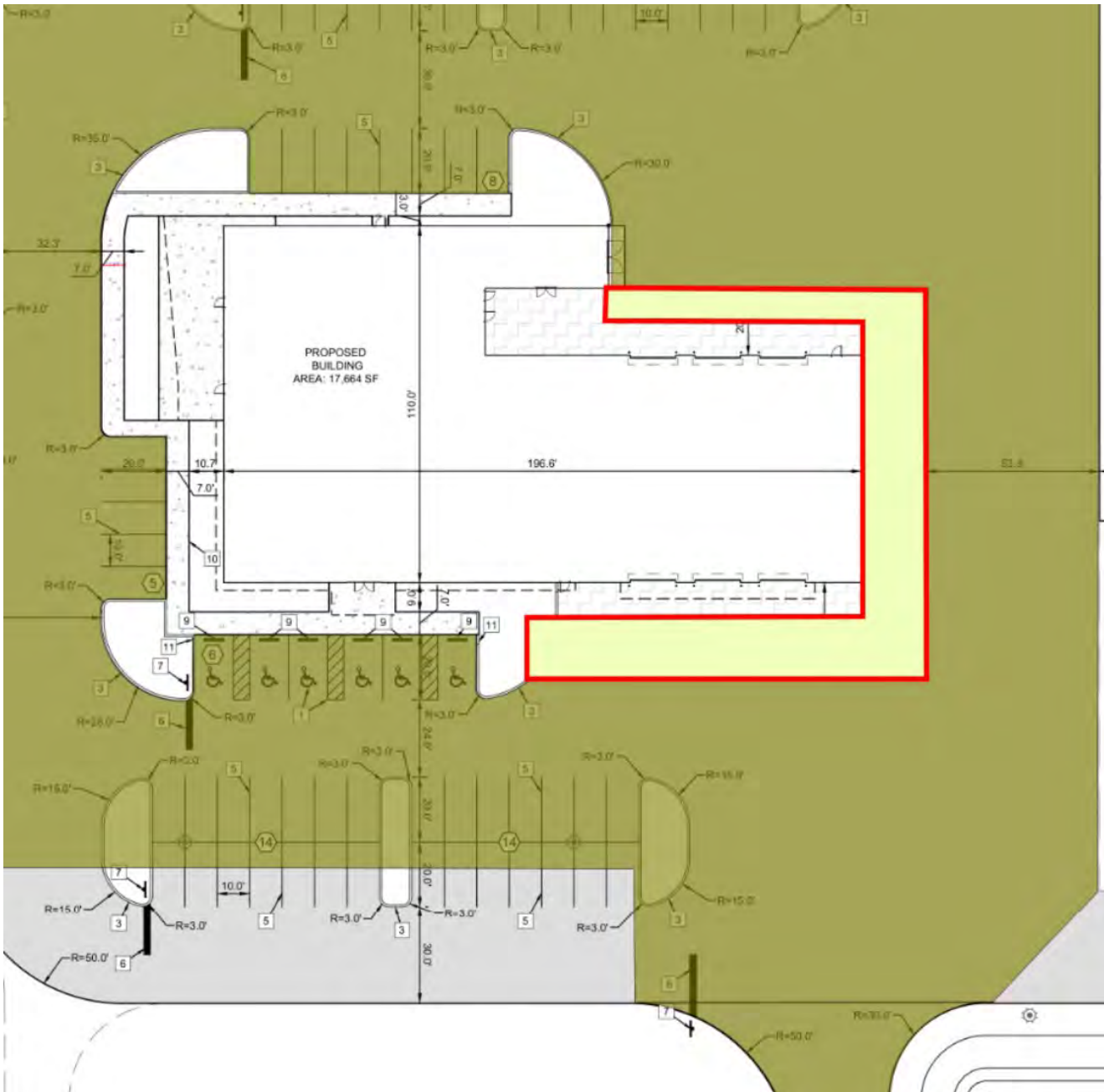
**Estimating**

Earthmovers Inc | 5605 N US Hwy 441 | Ocala, FL 34475  
Tel: 352-236-1400 | Cell: 352-427-0078 | Fax: 352-236-1454  
[Les@Earthmovers-Inc.com](mailto:Les@Earthmovers-Inc.com) | [Earthmovers-Inc.com](http://Earthmovers-Inc.com)

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**From:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Sent:** Tuesday, February 24, 2026 15:38  
**To:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Cc:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>  
**Subject:** RE: Bay Laurel CDD Utility Ops Ctr. - VE changes

Yes assume if the take the less asphalt VE they would also be taking the less HDC and then your asphalt needs to tuck up against the building on the east (R) side and a bit on the north and south. Thanks for asking.



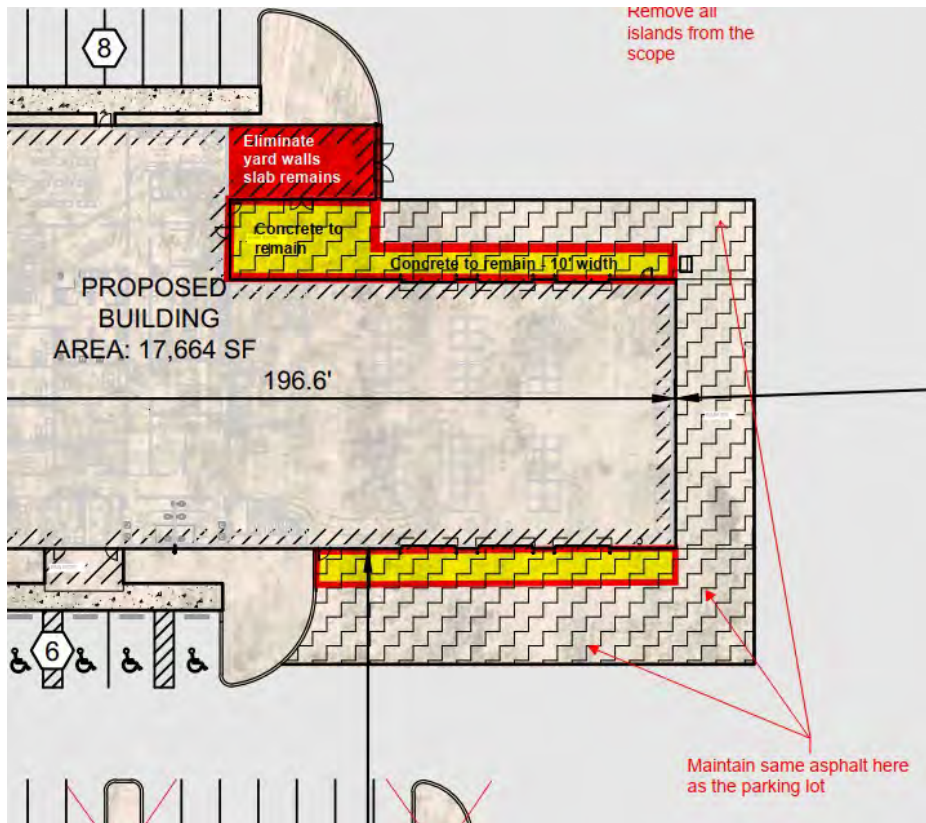
Respectfully,



**James R. Manyette | Senior Preconstruction Services Manager**  
**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**  
**[750 Monroe Road, Sanford, FL 32771](http://www.whartonsmith.com) | Cell: (407) 810-9590**

**From:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Sent:** Tuesday, February 24, 2026 10:02 AM  
**To:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>  
**Cc:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>  
**Subject:** Re: Bay Laurel CDD Utility Ops Ctr. - VE changes

James, can you confirm the attached is the asphalt layout you want on the alternate #3 below? Or do you also want to reduce the HDC area as shown in your attachment?



**Les Furmanski**

**Estimating**

Earthmovers Inc | 5605 N US Hwy 441 | Ocala, FL 34475  
Tel: 352-236-1400 | Cell: 352-427-0078 | Fax: 352-236-1454  
[Les@Earthmovers-Inc.com](mailto:Les@Earthmovers-Inc.com) | [Earthmovers-Inc.com](http://Earthmovers-Inc.com)

**From:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>  
**Sent:** Tuesday, February 24, 2026 8:50  
**To:** Les Furmanski <[Les@earthmovers-inc.com](mailto:Les@earthmovers-inc.com)>  
**Subject:** Fw: Bay Laurel CDD Utility Ops Ctr. - VE changes

Thank you,

*Donald Lee*

Earthmovers, Inc.



5605 N US HWY 441

Ocala, FL 34475

352-236-1400 P

352-236-1454 F

[don@earthmovers-inc.com](mailto:don@earthmovers-inc.com)

[www.earthmovers-inc.com](http://www.earthmovers-inc.com)

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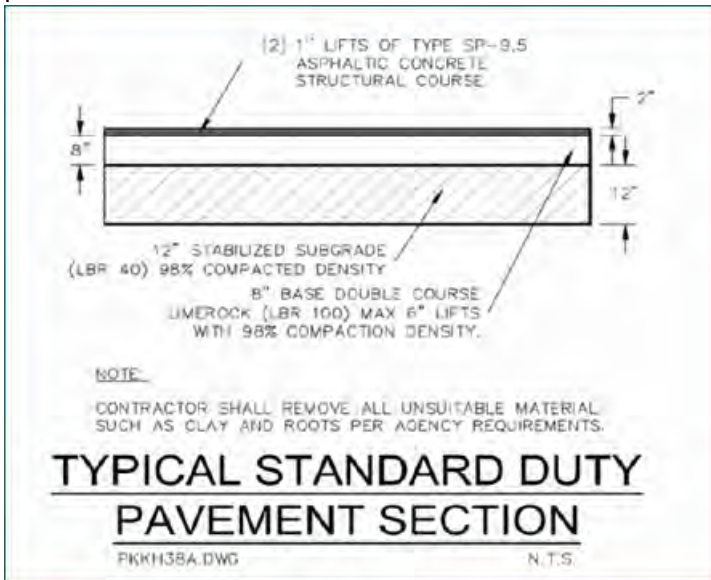
**From:** James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>

**Sent:** Tuesday, February 24, 2026 8:41 AM

**To:** Donald Lee <[Don@earthmovers-inc.com](mailto:Don@earthmovers-inc.com)>

**Subject:** FW: Bay Laurel CDD Utility Ops Ctr. - VE changes

Don – Thanks so much for your bid on the above project. First I wanted to ensure that you bid from the latest **Addendum 2 set of drawings** which reduced the asphalt from 3” topping to 2” per **C07.01 detail**



Nest, we met with the owner last week and he requested we get VE's from several trades to bring to the county for review. The ones' affecting site are illustrated on the attached C0300 drawing markup. I need to get some pricing back ASAP but not later than 2/27/2026 Friday 5:00PM if possible.

Here is a brief overview of the (3) VE Options

1. Eliminate the islands/curbing around parking lot and bldg. as shown
2. Reduce the HD concrete so that there is only 10' wide at north and 10' wide at south of warehouse bays. None required at east side wash bay.
3. Reduce overall SY of asphalt parking/stripping (See blue highlight parking area below).



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Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Grovin Construction

Contact Name: Kye Elliott Title: Owner/President

Address: 2471 NE CR 219, Melrose FL, 32666

Phone Number: 352-215-4850 Email: kye-elliott@grovin.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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.: <u>001</u>	Addendum Date: <u>1/30/2026</u>	No.: <u>003</u>	Addendum Date: <u>2/9/2026</u>
No.: <u>002</u>	Addendum Date: <u>2/6/2026</u>	No.: _____	Addendum Date: _____

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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$ 2,335,982.63	\$ 2,335,982.63
2.	Payment & Performance Bond Rate	1	LS	% 1.5%	\$ 35,039.74
				<b>Total Bid:</b>	\$ 2,371,022.37


**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site-work SOW V.E. Option "A"	1	LS	\$ 75,279.23	\$ 75,279.23
2.	Site-work SOW V.E. Option "B"	1	LS	\$ 106,098.85	\$ 106,098.85

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	<u>*More detail required*</u>
2.	Lead Time for Mobilization	<u>Minumum 2 week notice</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.


Kye Elliott/ President and Owner
2/11/2026

Signature
Print Name / Title
Date




---

## PROPOSAL

---

TO: **Ashley Goldberg**  
 Wharton-Smith Construction Group  
 750 Monroe Road  
 Sanford, FL 32771

Project: Bay Laurel Utility Facility  
 Address:  
 ,  
 Date: 2/11/2026

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

<b>1.</b>	<b>General Construction</b>		<b>\$61,920.00</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>
			<i>Subtotal</i>
	Mobilization	1.00	\$27,380.00
	Survey Work/ Locates/ GPR	1.00	\$18,955.00
	Certified As-builts	1.00	\$12,345.00
	MOT	1.00	\$3,240.00
<b>2.</b>	<b>Erosion Control/ Demolition/ SWPPP</b>		<b>\$273,996.18</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>
			<i>Subtotal</i>
	Construction Entrance w/ Tracking Matt	1.00	\$4,436.00
	Clearing and Grubbing/ Debris Removal	1.00	\$21,500.00
	Existing Silt Fence Removal and Disposal	1.00	\$2,173.00
	Existing Fence Removal and Disposal	1.00	\$698.18
	Limerock Access Road Removal and Disposal	1.00	\$5,165.00
	Inlet Protection	19.00	\$195.00
	Type III Silt Fence (Per LF)	3,080.00	\$3.65
	Argentine Bahia Sod (Per SF)	203,340.00	\$0.36
		0	
	Fence, Remove and Replace (Per LF)	155.00	\$13.20
	Crane Path Install, Maintenance, and Removal (Per SY)	3,739.00	\$28.25

	Temp Parking, Maintenance, and Removal (Per SY)	1,869.00	\$23.65	\$44,201.85
<b>3.</b>	<b>Earthworks</b>			<b>\$192,058.80</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	Excavation (Per CY)	11,987.00	\$3.65	\$43,752.55
	Embankment (Per CY)	14,631.00	\$3.95	\$57,792.45
	Final Grading (Per SY)	40,946.00	\$1.20	\$49,135.20
	Import Clean Fill (Per CY)	2,644.00	\$15.65	\$41,378.60
<b>4.</b>	<b>Sitework</b>			<b>\$1,082,777.48</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	2" SP-9.5 Asphalt Pavement, Two-lifts (Per SY)	14,560.00	\$23.43	\$341,140.80
	8" Limerock Base - LBR 100, 98% (Per SY)	14,560.00	\$21.90	\$318,864.00
	4" Sidewalk Reinforced (Per SF)	4,015.00	\$8.00	\$32,120.00
	8" Reinforced Concrete Pavement (Per SF)	14,155.00	\$16.46	\$232,991.30
	Thickened Edge (Per LF)	312.00	\$14.16	\$4,417.92
	Curb Transitions (Per LF)	6.00	\$28.32	\$169.92
	HC Ramps	4.00	\$705.00	\$2,820.00
	ADA Matts (Per SF)	48.00	\$44.28	\$2,125.44
	Valley Curb (Per LF)	95.00	\$27.93	\$2,653.35
	Striping and Signage	1.00	\$11,364.60	\$11,364.60
	Proofrolling (Per SY)	17,836.00	\$1.15	\$20,511.40
	12" Stabilized Subgrade - LBR 40, 98% (Per SY)	19,409.00	\$4.35	\$84,429.15
	Type D Curb (Per LF)	1,030.00	\$28.32	\$29,169.60
<b>5.</b>	<b>Stormwater</b>			<b>\$458,240.00</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	Type F Inlet, Std Bot w/ Trav Apron (0'-6'), Includes 6" 57 Stone Bedding	1.00	\$5,400.00	\$5,400.00
	Type V Inlet, w/ Trav Apron (0'-6'), Includes 6" 57 Stone Bedding	15.00	\$6,150.00	\$92,250.00
	Type V Inlet, w/ Trav Apron (6'-8'), Includes 6" 57 Stone Bedding	3.00	\$6,675.00	\$20,025.00
	Storm Manhole, P Bot 4' Dia (0'-6'), Includes 6" 57 Stone Bedding	3.00	\$4,450.00	\$13,350.00
	Storm Manhole, J Bot 5' Dia (6'-8'), Includes 6" 57 Stone Bedding	1.00	\$6,125.00	\$6,125.00
	30" RCP Pipe ( Includes 6" Bedding, 57 stone)	168.00	\$145.00	\$24,360.00
	36" RCP Pipe ( Includes 6" Bedding, 57 stone)	176.00	\$185.00	\$32,560.00
	12" HP Pipe ( Includes 4" Bedding, 57 stone)	1,100.00	\$41.00	\$45,100.00

18" HP Pipe ( Includes 6" Bedding, 57 stone)	1,200.00	\$61.00	\$73,200.00
24" HP Pipe ( Includes 6" Bedding, 57 stone)	540.00	\$80.00	\$43,200.00
30" MES, RCP, Std 272	1.00	\$3,875.00	\$3,875.00
36" MES, RCP, Std 272	3.00	\$4,925.00	\$14,775.00
12" x 45° N12 Bend	1.00	\$260.00	\$260.00
12" x 90° N12 Bend	3.00	\$290.00	\$870.00
12" x 12" x 12" N12 Tee	36.00	\$430.00	\$15,480.00
12" Cleanout Assembly - Traffic	9.00	\$1,465.00	\$13,185.00
12" Roof Drain Stub-up Assembly	37.00	\$1,065.00	\$39,405.00
FDOT Rip Rap Splash Pad	390.00	\$38.00	\$14,820.00
<b>6. Sanitary Sewer</b>			<b>\$105,968.00</b>
<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
6" PVC Pipe SDR 26	40.00	\$19.00	\$760.00
8" PVC Pipe SDR 26 (0' -6')	70.00	\$26.00	\$1,820.00
6" PVC 22.5° Bend	1.00	\$85.00	\$85.00
8" x 6" PVC Reducer	1.00	\$135.00	\$135.00
6" Cleanout Assembly - Non-traffic	1.00	\$425.00	\$425.00
Single Sanitary Sewer Service	1.00	\$325.00	\$325.00
2" PVC Force Main - SDR 21	340.00	\$8.75	\$2,975.00
Lift Station Package ( As Designed, See Alternate #3 Below)	1.00	\$94,400.00	\$94,400.00
TV Inspection and Cleaning	1.00	\$1,918.00	\$1,918.00
Connect to Existing Wet Well	1.00	\$3,125.00	\$3,125.00
<b>7. Potable Water</b>			<b>\$69,564.75</b>
<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
1" PE Tubing Service Line	100.00	\$6.50	\$650.00
2" PE Tubing Service Line	425.00	\$11.75	\$4,993.75
6" PVC Water Main - DR18	100.00	\$29.75	\$2,975.00
8" PVC Water Main - DR18	360.00	\$39.25	\$14,130.00
2" x 2" x 1" P.V.C. Tee - PVC	1.00	\$221.00	\$221.00
6" x 45° M.J.D.I. Bend	2.00	\$260.00	\$520.00
6" x 2" M.J.D.I. Tapped Plug	1.00	\$395.00	\$395.00
8" x 22.5° M.J.D.I. Bend	2.00	\$485.00	\$970.00
8" x 45° M.J.D.I. Bend	2.00	\$490.00	\$980.00
8" M.J.D.I. Cap	1.00	\$340.00	\$340.00
8" x 8" x 6" M.J.D.I. Tee	2.00	\$650.00	\$1,300.00
2" Gate Valve and Valve Box	2.00	\$1,210.00	\$2,420.00
6" Gate Valve and Valve Box	1.00	\$1,870.00	\$1,870.00

8" Gate Valve and Valve Box	1.00	\$2,685.00	\$2,685.00
6" Mega Lug Fitting Restraint	8.00	\$110.00	\$880.00
8" Mega Lug Fitting Restraint	18.00	\$145.00	\$2,610.00
6" Pipe Joint Restraint	4.00	\$125.00	\$500.00
8" Pipe Joint Restraint	10.00	\$190.00	\$1,900.00
Fire Hydrant Assembly on 6" Main	1.00	\$6,860.00	\$6,860.00
1" Single Water Service	1.00	\$835.00	\$835.00
2" Single Water Service	1.00	\$630.00	\$630.00
2" Single Water Service w/ 8" x 2" Saddle	1.00	\$1,730.00	\$1,730.00
2" Water Service w/ Backflow Preventer	1.00	\$5,270.00	\$5,270.00
8" x 10" Tapping Saddle w/Valve & Box Connection	1.00	\$6,200.00	\$6,200.00
Bacteriological & Disinfection	1.00	\$1,275.00	\$1,275.00
Hydrostatic Pressure Testing	1.00	\$1,575.00	\$1,575.00
Temporary Water Connection	1.00	\$4,850.00	\$4,850.00

**8. Fire Protection** **\$71,775.00**

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
6" PVC Fire Main - DR14	660.00	\$38.25	\$25,245.00
6" x 45° M.J.D.I. Bend	2.00	\$620.00	\$1,240.00
6" x 90° M.J.D.I. Bend	4.00	\$790.00	\$3,160.00
6" Gate Valve and Valve Box	1.00	\$2,470.00	\$2,470.00
6" Mega Lug Fitting Restraint	13.00	\$160.00	\$2,080.00
6" Pipe Joint Restraint	33.00	\$145.00	\$4,785.00
Fire Department Connection	1.00	\$4,200.00	\$4,200.00
6" Building Fire Riser	2.00	\$4,750.00	\$9,500.00
6" DCDA	1.00	\$17,120.00	\$17,120.00
Hydrostatic Pressure Testing	1.00	\$1,975.00	\$1,975.00

<b>Subtotal:</b>	<b>\$2,316,300.21</b>
<b>*6% Tax:</b>	<b>\$19,682.42</b>
<b>TOTAL:</b>	<b>\$2,335,982.63</b>

**Terms and Conditions**

**Exclusions list:**

building foundations/concrete, footing excavation, telephone, cable, gas, fencing, electric, electric demolition, railing, irrigation freeze protection, sinkhole remediation, thrust blocks, additional offsite work, temporary fencing, geotechnical testing (by owner), structural work, utility work within building footprint, bollards, dumpster CMU enclosure, lift station electrical connection, mowing/ landscaping maintenance

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**General Notes**

This proposal is priced per the civil documents provided in the "Bay Laurel Center CDD Utility Operations Facility - 01-Sitework" bid package, addendums, and Marion County Land Development Code.

Any addendums, revised plans, or specifications released after bid submission will need to be reviewed and applied to a bid revision.

**Alternates**

**#1-** VE Alternate "A", Reduction of 1,481SY of 2" Asphalt Pavement, 8" Baserock, Proof rolling, and 12" Stabilized Subgrade: **\$75,279.23**

**#2-** VE Alternate "B", 1,573SY 3" HD Asphalt Pavement in Lieu of 14,155SF 8" HD Concrete Pavement: **\$106,098.85**

**#3-** Per the Marion County Land Development Code " Sec. 7.2.16", new lift station sites should be 50'x 50', include 6" x 18" perimeter curb, perimeter chain link fence, 4" of FDOT #57 stone with 60mil geofabric weed control liner covering the pervious area, and either a 14ft wide and 6" reinforced concrete driveway or a 12ft wide 1.5" SP9.5 paved access road with 6" baserock and stabilized subgrade. Per this detail we have priced the install of a 50' x 50' Lift Station Area with 200lf of concrete perimeter curb, 200lf of chain-link fence w/ gate, 350sf 6" reinforced concrete driveway, and 2500sf of 4" #57 stone w/ 60mil geofabric weed liner: **\$44,600/LS**

**#4-** Casting Bed Demo and Removal: **\$6.25/SF**

**#5-** 30" HP Pipe in Lieu of 30" RCP: 30"HP @ **\$110/LF w/ Bedding**

**#6-** 36" HP Pipe in Lieu of 36" RCP: 36" HP @ **\$119/LF w/ Bedding**

Contractor: Kye Elliott 2/11/2026  
Grovin Construction Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: \_\_\_\_\_  
Wharton-Smith Construction Group Date

Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Grovin Construction

Contact Name: Kye Elliott Title: Owner/President

Address: 2471 NE CR 219, Melrose FL, 32666

Phone Number: 352-215-4850 Email: kye-elliott@grovin.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>001</u>	Addendum Date: <u>1/30/2026</u>	No.: <u>003</u>	Addendum Date: <u>2/9/2026</u>
No.: <u>002</u>	Addendum Date: <u>2/6/2026</u>	No.: <u>004</u>	Addendum Date: <u>3/2/2026</u>
		<u>005</u>	<u>3/3/2026</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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$ 2,344,959.95	\$ 2,344,959.95
2.	Payment & Performance Bond Rate	1	LS	% 1.5%	\$ 35,174.40
				<b>Total Bid:</b>	\$ 2,380,134.35


**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site-work SOW V.E. Option "A"	1	LS	\$ 75,279.23	\$ 75,279.23
2.	Site-work SOW V.E. Option "B"	1	LS	\$ 106,098.85	\$ 106,098.85

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	<u>*More detail required*</u>
2.	Lead Time for Mobilization	<u>Minumum 2 week notice</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.

  
 \_\_\_\_\_ Kye Elliott/ President and Owner \_\_\_\_\_ 3/09/2026  
 Signature Print Name / Title Date




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## PROPOSAL

---

<b>TO: Ashley Goldberg</b>  Wharton-Smith Construction Group 750 Monroe Road Sanford, FL 32771	<b>Project:</b> Bay Laurel Utility Facility Addendum 4 Revision  <b>Address:</b> , FL  <b>Date:</b> 3/9/2026
------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

<b>1.</b>	<b>General Construction</b>		<b>\$67,248.00</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>
			<i>Subtotal</i>
	Mobilization	1.00	\$27,380.00
	Survey Work/ Locates/ GPR	1.00	\$22,438.00
	Certified As-builts	1.00	\$14,190.00
	MOT	1.00	\$3,240.00
<b>2.</b>	<b>Erosion Control/ Demolition/ SWPPP</b>		<b>\$281,337.00</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>
			<i>Subtotal</i>
	Construction Entrance w/ Tracking Matt	1.00	\$4,436.00
	Clearing and Grubbing/ Debris Removal	1.00	\$28,366.00
	Existing Silt Fence Removal and Disposal	1.00	\$2,173.00
	Existing Fence Removal and Disposal	1.00	\$3,219.00
	Limerock Access Road Removal and Disposal	1.00	\$5,165.00
	Inlet Protection	19.00	\$195.00
	Type III Silt Fence (Per LF)	3,080.00	\$3.65
	Argentine Bahia Sod (Per SF)	203,340.00	\$0.36
		0	
	Crane Path Install, Maintenance, and Removal (Per SY)	3,739.00	\$28.25
			\$105,626.75

	Temp Parking, Maintenance, and Removal (Per SY)	1,869.00	\$23.65	\$44,201.85
<b>3.</b>	<b>Earthworks</b>			<b>\$203,814.40</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	Excavation (Per CY)	11,902.00	\$3.65	\$43,442.30
	Embankment (Per CY)	15,115.00	\$3.95	\$59,704.25
	Final Grading (Per SY)	41,987.00	\$1.20	\$50,384.40
	Import Clean Fill (Per CY)	3,213.00	\$15.65	\$50,283.45
<b>4.</b>	<b>Sitework</b>			<b>\$1,011,210.37</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	2" SP-9.5 Asphalt Pavement, Two-lifts (Per SY)	15,457.00	\$23.43	\$362,157.51
	8" Limerock Base - LBR 100, 98% (Per SY)	15,457.00	\$21.90	\$338,508.30
	4" Sidewalk Reinforced (Per SF)	4,512.00	\$8.00	\$36,096.00
	8" Reinforced Concrete Pavement (Per SF)	8,055.00	\$16.46	\$132,585.30
	Thickened Edge (Per LF)	395.00	\$14.16	\$5,593.20
	Curb Transitions (Per LF)	6.00	\$28.32	\$169.92
	HC Ramps	4.00	\$705.00	\$2,820.00
	ADA Matts (Per SF)	48.00	\$44.28	\$2,125.44
	Valley Curb (Per LF)	95.00	\$27.93	\$2,653.35
	Striping and Signage	1.00	\$16,479.00	\$16,479.00
	Proofrolling (Per SY)	18,733.00	\$1.15	\$21,542.95
	12" Stabilized Subgrade - LBR 40, 98% (Per SY)	19,628.00	\$4.35	\$85,381.80
	Type D Curb (Per LF)	180.00	\$28.32	\$5,097.60
<b>5.</b>	<b>Stormwater</b>			<b>\$458,268.00</b>
	<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	Type F Inlet, Std Bot w/ Trav Apron (0'-6')	1.00	\$5,400.00	\$5,400.00
	Type V Inlet, w/ Trav Apron (0'-6')	15.00	\$6,150.00	\$92,250.00
	Type V Inlet, w/ Trav Apron (6'-8')	3.00	\$6,725.00	\$20,175.00
	Storm Manhole, P Bot 4' Dia (0'-6')	1.00	\$4,450.00	\$4,450.00
	Storm Manhole, P Bot 4' Dia (6'-8')	1.00	\$4,725.00	\$4,725.00
	Storm Manhole, P Bot 4' Dia (8'-10')	1.00	\$5,325.00	\$5,325.00
	Storm Manhole, J Bot 5' Dia (6'-8')	1.00	\$6,450.00	\$6,450.00
	36" RCP Pipe	176.00	\$177.00	\$31,152.00
	12" HP Pipe	1,080.00	\$36.00	\$38,880.00
	18" HP Pipe	1,100.00	\$53.00	\$58,300.00
	24" HP Pipe	540.00	\$72.00	\$38,880.00
	30" HP Pipe	380.00	\$101.00	\$38,380.00

36" MES, RCP, Std 272	3.00	\$4,925.00	\$14,775.00
12" x 45° N12 Bend	1.00	\$260.00	\$260.00
12" x 90° N12 Bend	12.00	\$290.00	\$3,480.00
12" x 12" x 12" N12 Tee	36.00	\$430.00	\$15,480.00
12" Cleanout Assembly - Traffic	9.00	\$1,465.00	\$13,185.00
12" Roof Drain Stub-up Assembly	37.00	\$1,065.00	\$39,405.00
Clean 12" Pipe - Light	1,080.00	\$2.75	\$2,970.00
Clean 18" Pipe - Light	1,100.00	\$3.00	\$3,300.00
Clean 24" Pipe - Light	540.00	\$3.50	\$1,890.00
Clean 30" Pipe - Light	380.00	\$4.00	\$1,520.00
Clean 36" Pipe - Light	176.00	\$4.75	\$836.00
FDOT Rip Rap Splash Pad	317.00	\$38.00	\$12,046.00
CCTV w/ Laser Profiling	1.00	\$4,754.00	\$4,754.00

**6. Sanitary Sewer** **\$130,132.00**

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
6" PVC Pipe SDR 26	154.00	\$19.00	\$2,926.00
8" PVC Pipe SDR 26 (0' -6')	211.00	\$26.00	\$5,486.00
8" PVC Pipe SDR 26 (6' -8')	45.00	\$28.00	\$1,260.00
6" PVC 22.5° Bend	1.00	\$85.00	\$85.00
6" Cleanout Assembly - Non-traffic	1.00	\$425.00	\$425.00
4' Dia. Sanitary Manhole (0'-6')	1.00	\$4,525.00	\$4,525.00
4' Dia. Sanitary Manhole Lined (6'-8')	1.00	\$9,075.00	\$9,075.00
Single Sanitary Sewer Service	3.00	\$325.00	\$975.00
2" PVC Force Main - SDR 21	340.00	\$8.75	\$2,975.00
Lift Station Package	1.00	\$94,400.00	\$94,400.00
TV Inspection 8" Main	256.00	\$17.95	\$4,595.20
Pipe Cleaning - 8" Main	256.00	\$7.05	\$1,804.80
Connect to Existing Forcemain	1.00	\$1,600.00	\$1,600.00

**7. Potable Water** **\$72,072.00**

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
1" PE Tubing Service Line	100.00	\$6.50	\$650.00
2" PE Tubing Service Line	600.00	\$11.75	\$7,050.00
8" PVC Water Main - DR18	360.00	\$39.25	\$14,130.00
2" x 2" x 1" P.V.C. Tee - PVC	1.00	\$221.00	\$221.00
2" x 2" x 2" P.V.C. Tee - SCH 40	2.00	\$438.00	\$876.00
6" x 2" M.J.D.I. Tapped Plug	1.00	\$395.00	\$395.00
8" x 22.5° M.J.D.I. Bend	2.00	\$485.00	\$970.00
8" x 45° M.J.D.I. Bend	4.00	\$490.00	\$1,960.00

8" M.J.D.I. Cap	1.00	\$340.00	\$340.00
8" x 6" M.J.D.I. Reducer	1.00	\$275.00	\$275.00
8" x 8" x 6" M.J.D.I. Tee	1.00	\$650.00	\$650.00
2" Gate Valve and Valve Box	3.00	\$1,210.00	\$3,630.00
6" Gate Valve and Valve Box	1.00	\$1,870.00	\$1,870.00
8" Gate Valve and Valve Box	1.00	\$2,685.00	\$2,685.00
6" Mega Lug Fitting Restraint	4.00	\$110.00	\$440.00
8" Mega Lug Fitting Restraint	18.00	\$145.00	\$2,610.00
8" Pipe Joint Restraint	10.00	\$190.00	\$1,900.00
Fire Hydrant Assembly on 8" Main	1.00	\$6,860.00	\$6,860.00
1" Single Water Service	1.00	\$900.00	\$900.00
2" Single Water Service	3.00	\$1,530.00	\$4,590.00
2" Water Service w/ Backflow Preventer	1.00	\$5,270.00	\$5,270.00
8" x 8" Tapping Saddle w/Valve & Box Connection	1.00	\$7,100.00	\$7,100.00
Bacteriological & Disinfection	1.00	\$1,275.00	\$1,275.00
Hydrostatic Pressure Testing	1.00	\$1,575.00	\$1,575.00
Temporary Jumper Connection	1.00	\$3,850.00	\$3,850.00
<b>8. Fire Protection</b>			<b>\$44,740.00</b>
<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
6" PVC Fire Main - DR14	320.00	\$39.00	\$12,480.00
6" x 45° M.J.D.I. Bend	4.00	\$620.00	\$2,480.00
6" Gate Valve and Valve Box	1.00	\$2,470.00	\$2,470.00
6" Mega Lug Fitting Restraint	4.00	\$160.00	\$640.00
6" Pipe Joint Restraint	16.00	\$145.00	\$2,320.00
6" Building Fire Riser	1.00	\$4,750.00	\$4,750.00
6" DCDA w/ FDC	1.00	\$17,900.00	\$17,900.00
Hydrostatic Pressure Testing	1.00	\$1,700.00	\$1,700.00
<b>9. Reclaim Water</b>			<b>\$55,935.00</b>
<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
8" PVC Water Main - DR18	480.00	\$47.50	\$22,800.00
8" M.J.D.I. Sleeve	1.00	\$570.00	\$570.00
8" x 45° M.J.D.I. Bend	8.00	\$490.00	\$3,920.00
8" M.J.D.I. Cap	1.00	\$340.00	\$340.00
8" x 8" x 8" M.J.D.I. Tee	1.00	\$760.00	\$760.00
16" x 8" M.J.D.I. Reducer	1.00	\$1,135.00	\$1,135.00
8" Gate Valve and Valve Box	2.00	\$2,685.00	\$5,370.00
8" Mega Lug Fitting Restraint	24.00	\$145.00	\$3,480.00
16" Mega Lug Fitting Restraint	3.00	\$520.00	\$1,560.00

8" Pipe Joint Restraint	13.00	\$190.00	\$2,470.00
2" Single Reclaim Water Service	1.00	\$1,530.00	\$1,530.00
Connect New 8" Main To Existing 16" Main	2.00	\$2,375.00	\$4,750.00
Hydrostatic Pressure Testing	1.00	\$3,150.00	\$3,150.00
Cut and Cap 16" Main	1.00	\$4,100.00	\$4,100.00

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<b>Subtotal:</b>	<b>\$2,324,756.77</b>
<b>*6% Tax:</b>	<b>\$20,203.18</b>
<b>TOTAL:</b>	<b>\$2,344,959.95</b>

## **Terms and Conditions**

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### **Exclusions list:**

building foundations/concrete, footing excavation, telephone, cable, gas, fencing, electric, electric demolition, railing, irrigation freeze protection, sinkhole remediation, thrust blocks, additional offsite work, temporary fencing, geotechnical testing (by owner), structural work, utility work within building footprint, bollards, dumpster CMU enclosure, lift station electrical connection, mowing/ landscaping maintenance

### **General Notes**

This proposal is priced per the civil documents provided in the "Bay Laurel Center CDD Utility Operations Facility - 01-Sitework" bid package, addendums, and Marion County Land Development Code.

Any addendums, revised plans, or specifications released after bid submission will need to be reviewed and applied to a bid revision.

### **Alternates**

#1- VE Alternate "A", Reduction of 1,481SY of 2" Asphalt Pavement, 8" Baserock, Proof rolling, and 12" Stabilized Subgrade: \$75,279.23

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#4- Casting Bed Demo and Removal: \$6.25/SF

#5- 36" HP Pipe in Lieu of 36" RCP: 36" HP @ \$111/LF

#6- 30" RCP Pipe w/ Rock Bedding: \$145/LF

#7- 36" RCP Pipe w/ Rock Bedding: \$185/LF

#8- 12" HP Pipe w/ Rock Bedding: \$41/LF

#9- 18" HP Pipe w/ Rock Bedding: \$61/LF

---

#10- 24" HP Pipe w/ Rock Bedding: \$80/LF

#11- 30" HP Pipe w/ Rock Bedding: \$110/LF

#12- 36" HP Pipe w/ Rock Bedding: \$119/LF

#13- Unsuitable Material Excavation, Removal from Site, Import of Clean Fill, and Embankment:  
\$44.90/CY

Contractor: *Kye Elliott* 3/9/2026  
Grovin Construction Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: \_\_\_\_\_  
Wharton-Smith Construction Group Date

Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Harty Tractor Services, Inc.

Contact Name: Matthew Milazzo Title: Estimator

Address: 1331 Tractor Way, Orange City, FL 32763

Phone Number: (386) 775-1005 Email: matthew@hartytractor.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1-30-26</u>	No.: <u>3</u>	Addendum Date: <u>2-9-26</u>
No.: <u>2</u>	Addendum Date: <u>1-30-26</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$	\$ <b>2,392,935.00</b>
2.	Payment & Performance Bond Rate	1	LS	%1.5	\$ <b>35,894.03</b>
				<b>Total Bid:</b>	\$ <b>2,428,829.03</b>

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	N/A
2.	Lead Time for Mobilization	

\*If we were given a NTP within 30 days, lead time for mobilization would be 2 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.

*Matthew Milazzo*

Matthew Milazzo - Estimator

2-11-26

Signature

Print Name / Title

Date

---

**RE: Bay Laurel Comm Development District - Field Op Building - Proposal**

---

**From** Matthew Milazzo <matthew@hartytractor.com>

**Date** Wed 2/11/2026 1:09 PM

**To** Wharton Smith Commercial Estimating <comest@whartonsmith.com>; James Manyette <jmanyette@whartonsmith.com>

**Cc** Thaine Harty <thaine@hartytractor.com>; Bruce Cook <bruce@hartytractor.com>

Good Afternoon Nichole,

If we were given a NTP within 30 days, lead time for mobilization would be 2 weeks.

Thank you,

**Matthew Milazzo**

Estimator

**Harty Tractor Services**

Main Office: (386) 775-1005

Direct Line: (386) 490-1412

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**From:** Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**Sent:** Wednesday, February 11, 2026 12:25 PM

**To:** Matthew Milazzo <matthew@hartytractor.com>; James Manyette <jmanyette@whartonsmith.com>

**Cc:** Thaine Harty <thaine@hartytractor.com>; Bruce Cook <bruce@hartytractor.com>; Wharton Smith Commercial Estimating <comest@whartonsmith.com>

**Subject:** Re: Bay Laurel Comm Development District - Field Op Building - Proposal

Good afternoon Matthew,

We confirm receipt of your proposal. Can you confirm what your lead time for mobilization would be?

We will review everything else and reach out if we have any questions or need any further information.

Thank you,

**Nichole Voitel | Senior Preconstruction Services Specialist | Water**

**Wharton-Smith, Inc. | Construction Group of Choice | [www.whartonsmith.com](http://www.whartonsmith.com)**

750 Monroe Road, Sanford, FL 32771

Office: (407) 321-8410 x3622

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**From:** Matthew Milazzo <[matthew@hartytractor.com](mailto:matthew@hartytractor.com)>

**Sent:** Wednesday, February 11, 2026 12:10 PM

**To:** Wharton Smith Commercial Estimating <[comest@whartonsmith.com](mailto:comest@whartonsmith.com)>; James Manyette <[jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)>

**Cc:** Thaine Harty <[thaine@hartytractor.com](mailto:thaine@hartytractor.com)>; Bruce Cook <[bruce@hartytractor.com](mailto:bruce@hartytractor.com)>

**Subject:** RE: Bay Laurel Comm Development District - Field Op Building - Proposal

See attached for bid form. Let us know if you need anything else.

Thank you,

**Matthew Milazzo**

Estimator

**Harty Tractor Services**

Main Office: (386) 775-1005

Direct Line: (386) 490-1412

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**From:** Matthew Milazzo

**Sent:** Wednesday, February 11, 2026 11:56 AM

**To:** Wharton Smith Commercial Estimating <[comest@whartonsmith.com](mailto:comest@whartonsmith.com)>; James Manye <[jmany\\_e@whartonsmith.com](mailto:jmany_e@whartonsmith.com)>

**Cc:** Thaine Harty <[thaine@hartytractor.com](mailto:thaine@hartytractor.com)>; Bruce Cook <[bruce@hartytractor.com](mailto:bruce@hartytractor.com)>

**Subject:** Bay Laurel Comm Development District - Field Op Building - Proposal

Good Morning James,

Please see attached proposal on our standard bid form and marked up scope of work. I will follow up with bid form ASAP.

Thank you,

**Matthew Milazzo**

Estimator



Main Office: (386) 775-1005

# **HARTY**

## **TRACTOR SERVICES, INC.**

=====

QB-0006534

**Physical Address**  
 1331 Tractor Way  
 Orange City, Florida 32763

Phone: (386) 775-1005  
 Fax: (386) 775-3799

**Mailing Address**  
 P.O. Box 741674  
 Orange City, Florida 32774-1674

## **Bay Laurel Communications Development District Field Op Bld. (Proposal)**

Date: February 11, 2026

Phone: (407) 321-8410

Fax:

E-Mail: [jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)

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

Engineer: Kimley Horn

Attn: James Manyette

Plan Date: 9-12-25

Description	Quantity	UM	Unit Cost	Total
<b>I. GENERAL CONDITIONS</b>				
a) mobilization	1	LS	16,800.00	\$16,800.00
b) layout	1	LS	32,500.00	\$32,500.00
c) certified as-builts	1	LS	16,300.00	\$16,300.00
d) MOT / Traffic Control	1	LS	2,500.00	\$2,500.00
e) GPR locates	1	LS	3,850.00	\$3,850.00
			subtotal. . .	\$71,950.00
<b>II. EROSION CONTROL</b>				
a) NOI / SWPP	1	LS	1,920.00	\$1,920.00
b) NPDES inspections	12	Month	770.00	\$9,240.00
c) silt fence per plans	3,040	LF	3.20	\$9,728.00
d) inlet protection	19	EA	350.00	\$6,650.00
e) soil tracking device non DOT (includes 40 tons of rock; additional rock to be charged at \$100.00 / ton)	1	EA	6,910.00	\$6,910.00
			subtotal. . .	\$34,448.00



### III. CLEARING & DEMOLITION

a) clear & haul misc trees	1	LS	18,300.00	\$18,300.00
b) demo limestone driveway	1,814	SF	2.00	\$3,628.00
c) demo chain link fence	81	LF	24.00	\$1,944.00
d) demo existing silt fence	1,062	LF	1.50	\$1,593.00
			subtotal. . .	\$25,465.00

### IV. EARTHWORK ON SITE

a) strip site	3,330	CY	3.80	\$12,654.00
b) cut site	12,700	CY	3.80	\$48,260.00
c) fill site	10,240	CY	3.20	\$32,768.00
d) export excess material	4,660	CY	25.00	\$116,500.00
e) grading	360,000	SF	0.23	\$82,800.00
			subtotal. . .	\$292,982.00

### V. SANITARY

a) 8" SDR26 0-6	65	LF	56.00	\$3,640.00
b) 6" SDR26 0-6	33	LF	52.00	\$1,716.00
c) fittings	1	LS	2,070.00	\$2,070.00
d) testing	1	LS	3,360.00	\$3,360.00
			subtotal. . .	\$10,786.00

### VI. LIFT STATION

a) Liberty Grinder Station D36144	1	EA	87,100.00	\$87,100.00
			subtotal. . .	\$87,100.00

### VII. FORCEMAIN

a) connect to existing wet well	1	EA	27,100.00	\$27,100.00
b) 2" HDPE	326	LF	19.00	\$6,194.00
c) fittings & installation	1	LS	1,240.00	\$1,240.00
d) testing	1	LS	1,120.00	\$1,120.00
			subtotal. . .	\$35,654.00

**VIII. STORM**

a) 12" HP	1,180	LF	51.00	\$60,180.00
b) 18" HP 0-6	868	LF	61.00	\$52,948.00
c) 18" HP 6-8	225	LF	66.00	\$14,850.00
d) 24" HP 0-6	556	LF	86.00	\$47,816.00
e) 24" HP 6-8	54	LF	90.00	\$4,860.00
f) 15" RCP 0-6	22	LF	68.00	\$1,496.00
g) 30" RCP 0-6	161	LF	148.00	\$23,828.00
h) 36" RCP 0-6	30	LF	195.00	\$5,850.00
i) 36" RCP 6-8	145	LF	199.00	\$28,855.00
j) MES 30"	1	EA	7,940.00	\$7,940.00
k) MES 36"	3	EA	8,760.00	\$26,280.00
l) F Inlet 0-6	1	EA	6,780.00	\$6,780.00
m) V Inlet 0-6	15	EA	7,970.00	\$119,550.00
n) V Inlet 6-8	3	EA	9,290.00	\$27,870.00
o) Storm M/H 0-6	3	EA	5,950.00	\$17,850.00
p) Storm M/H 6-8	1	EA	7,560.00	\$7,560.00
q) rip rap	1	LS	4,350.00	\$4,350.00
r) fittings & installation	1	LS	93,400.00	\$93,400.00
s) testing	1	LS	12,480.00	\$12,480.00
			subtotal. . .	\$564,743.00

**IX. WATER**

a) wet tap 8"	1	EA	11,570.00	\$11,570.00
b) 8" C900 DR18	345	LF	42.00	\$14,490.00
c) 6" C900 DR18	96	LF	32.00	\$3,072.00
d) 2" poly	450	LF	15.00	\$6,750.00
e) 1" poly	93	LF	13.00	\$1,209.00
f) 2" RPZ (meter by others)	1	EA	2,740.00	\$2,740.00
g) fire hydrant assembly	1	EA	7,950.00	\$7,950.00
h) fittings & installation	1	LS	39,840.00	\$39,840.00
i) testing	1	LS	3,770.00	\$3,770.00
			subtotal. . .	\$91,391.00

**X. FIRE**

a) 6" C900 DR14	647	LF	35.00	\$22,645.00
b) 6" DCDA	1	EA	17,820.00	\$17,820.00
c) 6" FDC	1	EA	4,310.00	\$4,310.00
d) fittings & installation	1	LS	22,860.00	\$22,860.00
e) testing	1	LS	1,120.00	\$1,120.00
			subtotal. . .	\$68,755.00

**XI. PAVING ON SITE**

a) 12" stabilized subbase	14,770	SY	11.10	\$163,947.00
b) 8" limerock base	14,565	SY	32.00	\$466,080.00
c) 2" SP-9.5 recycled asphalt (in two 1" lifts)	14,565	SY	25.00	\$364,125.00
d) prime & sand	14,565	SY	1.00	\$14,565.00
			subtotal. . .	\$1,008,717.00

**XII. SUBBASE FOR CONCRETE AREAS**

a) 12" compacted subbase	442	SY	6.00	\$2,652.00
			subtotal. . .	\$2,652.00

**XIII. CONCRETE ON SITE**

a) D curb	933	LF	23.00	\$21,459.00
b) valley gutter	93	LF	51.00	\$4,743.00
			subtotal. . .	\$26,202.00

**XIV. STRIPING ON SITE**

a) striping & signage	1	LS	5,850.00	\$5,850.00
			subtotal. . .	\$5,850.00

**XV. SOD / SEED & MULCH**

a) sod pond slopes, bahia	103,500	SF	0.64	\$66,240.00
			subtotal. . .	\$66,240.00

**BID TOTAL . . . \$2,392,935.00**

**ADDITIONAL ITEMS**

1) 6" limerock temporary parking lot (remove at end of project, restoration by others)	1	SY	36.00	\$36.00
2) 8" limerock crane roads (remove at end of project, restoration by others)	1	SY	43.00	\$43.00

**\*\*\* -NOTES- \*\*\***

**I. SITEWORK**

- 1) bid based on accuracy of provided topo & suitable soil conditions (soil report not provided)
- 2) overexcavation/recompaction of building pads not included
- 3) removal/disposal of hazardous or contaminated material not included
- 4) demo & removal of existing structure not included
- 5) soil treatment by others (termite, fertilizer, etc)
- 6) sodding, seeding or mulching excluded
- 7) backfilling of footers/retaining walls by others
- 8) tree barricading not included, if required add \$18.00 / LF
- 9) dewatering is excluded

**II. UTILITIES/STORM SEWER**

- 1) electrical hook-up from source to lift station by others
- 2) relocation of conflicting utilities by others, if required (poles, conduits, etc.)
- 3) water meters by others
- 4) irrigation and landscaping, including removal/replacement of existing by others
- 5) roof drains not included
- 6) sanitary laterals, roof drains and water services terminated within 5' of building line, connections by others
- 7) video recording of sanitary is included
- 8) lift station telemetry not included
- 9) transformer for lift station to be located within 30' of station
- 10) all pressure mains assumed to be no more than 5' deep at proposed connection locations
- 11) tamper switch for DDCV by others
- 12) downspout adapters by others, no detail shown

**III. PAVING**

- 1) if leveling course required, add \$310.00 per ton (to be determined by county inspector)
- 2) all concrete flatwork by others
- 3) fencing and walls by others
- 4) off site improvements to occur during day light hours (night time work not included)

**IV. ADMINISTRATION**

- 1) NOI, SWPPP, & NPDES inspections included for 12 months
- 2) permits or fees excluded
- 3) if performance bond is required, add 1.5% of contract
- 4) construction staking inclusive of contract items only
- 5) geotechnical testing by others
- 6) there will be an additional 5% charge for all credit card payments
- 7) this proposal is valid for 30 days from bid date
- 8) prices are subject to change on material, fuel, aggregate etc. due to the volatility of the market

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and in accordance with applicable building codes except as specifically modified above. Any alterations or deviation from the above specifications will be executed only upon written orders and may become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

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Harty Tractor Services, Inc.

Authorized Signature:



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Thaine Harty - Chief Estimator

Date:

February 11, 2026

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Wharton-Smith, Inc.

Accepted By:

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Signature

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Printed Name and Title

Date:

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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.

Furnish all labor, equipment, material, subcontracts, and supervision required to complete the Scope of Work generally described as **Sitework**, detailed herein, for the **Utility Operations Facility** project. All work shall be complete and 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 specifically include, but is not limited to, the following specifications. This list of related sections is provided for convenience only and is not intended to excuse or otherwise diminish the duty of the bidder to see that the completed work complies accurately with the Contract Documents:

Division 1	General Requirements – As applicable to this Scope of Work
Specification	Refer to sheet C01.01

The bidder will include work from other specifications as applicable to the work being performed.

**1. WORK OVERVIEW**

1.1 Provide all **Site Clearing, Excavation, and Mass Grading** in strict accordance with the Contract Documents, complete and fully functioning to the designer’s intent, specifically including all details, sections and notes contained within the Contract Documents, also including but not necessarily limited to the following:

- A. This Subcontractor shall provide all excavation, importing and exporting of fill as required, trucking, spreading, grading, trenching fill, compaction, dewatering, pumping, shoring, personnel protection, traffic control, filter materials, bedding materials, grading, and all other earthwork which may be required to complete this Scope of Work. This Subcontractor shall provide a competent person at all times while working on site.
- B. This Subcontractor is responsible for removal of all elements called for removal from the existing site per the Contract Documents, including but not limited to removal of existing trees, fencing & gates, utility (de-energization by others), and removal of existing structures.
- C. ~~This Subcontractor shall provide tree preservation and protection efforts as outlined in the Contract Documents.~~ This Subcontractor shall be responsible for all tree protection elements during the entire duration of the project. **tree protection not shown on plans**
- D. This Subcontractor shall provide a schedule to the Contractor representing the site clearing, excavation, and mass grading activities, including all required export and import of fill tasks, in accordance with the Contract Documents.
- E. This Subcontractor shall be required to stockpile export fill to allow for building adequate stockpile location to be at the direction of Wharton-Smith, Inc. Superintendent and shall not interfere with the exporting tasks. Subcontractor to provide a daily report of quantities of export along with daily transportation details.
- F. This Subcontractor shall maintain daily dust control and paved street cleanup throughout the duration of the work. This Subcontract includes all costs associated with having a functioning water truck on site as well as a street sweeping machine for the duration of the project. Should water not be available at the project site, it is this Subcontractor’s sole responsibility to provide water via use of a hydrant meter, with all metering costs being included in this Subcontract. **included while we are on site**

- G. Prior to placing any fill, Subcontractor shall remove any unsuitable material **that may be found in the cons on areas** and document the removal with daily reports to be signed by the Contractor's Superintendent. The removal of existing sod shall be at Wharton-Smith's direction in an effort not to expose non-erodible areas to wind erosion any earlier than necessary and to allow for limited conservation over existing sod rather than direct sandy soil.
- H. Subcontractor shall upon completion of disking, grubbing and culter operations provide proof rolling of the entire site using appropriate equipment. Grade and compaction of the building pad shall occur one week before others start work and will meet the requirements stated in the contract documents.
- I. This Subcontractor understands and agrees that while the use of a vibratory compaction method while compacting is allowed per the Contract Documents, ultimately, they are responsible should any damages occur to the surrounding neighborhood and shall provide necessary vibration monitoring and take necessary precautions.
- J. This Subcontractor shall provide and install all required Maintenance of Traffic (MOT) work required for the completion of this Scope including, but not limited to, plan development for the AHJ. All costs associated with MOT plan development and execution are included.
- K.** This Subcontractor shall provide and maintain onsite crane access roads, parking, laydown area, storage, and conservation trailer areas, as indicated per the Site Logistics Plan. **total area unknown; use \$36 / SY**
- L.** This Subcontractor shall provide, install, and remove a temporary conservation parking lot as located by Contract Superintendent. Lot is to include grading filter fabric, and 6" of graded and compacted limerock. **total area unknown; use \$36 / SY**
  - i. Note Stabilized Grade meeting an LBR 50 or asphalt millings maybe acceptable, pending coordination with Wharton Smith. (Bidders to provide Alternate Price for each option possible).
- M.** In accordance with the Instructions to Bidders, this Subcontractor shall provide, install, maintain and remove a stabilized crane access road through the jobsite for the duration indicated by the Wharton-Smith, Inc. Superintendent. This Subcontract specifically includes 8" compacted limerock stabilized access road. **total area unknown; use \$43 / SY**
  - i. Note Stabilized Grade meeting an LBR 50 or asphalt millings maybe acceptable, pending coordination with Wharton Smith. (Bidders to provide Alternate Price for each option possible).
- N. This Subcontractor shall provide fine grading at the following locations: wall casing bed locations, sod areas, fields and pond slopes. Casing Bed area to be limited to parking lot area and rough at grade to allow for Others to Laser Grade for temporary casing slab area. This Subcontractor understands that all fine grading will require separate mobilization with box blading to adjust from rough to fine grade.
- O. This Subcontractor shall grade the entire site to the grades illustrated within the Contract Documents.
- P. This Subcontractor is responsible for providing all sod (banks and bottom) at onsite Ponds shown on the Contract Documents and shall complete sod placement soon after completion of pond grading. This Subcontractor shall be responsible for temporary watering the sod until established and accepted by the Owner.

1.2 Provide all **Building Pad Preparation** in strict accordance with the Contract Documents, complete and fully functioning to the designer's intent, specifically including all details, sections and notes contained within the Contract Documents, also including but not necessarily limited to the following:

- A. Coordinate this operation with Wharton-Smith and Concrete Foundation contractor.
- B.** Utilize combination of usable on-site excavation and off-site import fill as needed to meet compaction

requirements and grade building pads to +/- 0.1' to underside of S.O.G. elevation. Extend Building Pad Footprint a minimum +5'-0" outside of the building's perimeter foundation. **Extend Building Pad bldg pad grading included to 6" below FFE; on site fill to be used for pad (import not included)**

C. Properly compact building pads in accordance with the Contract Documents.

1.3 Provide all **Storm and Sanitary Scope of Work** in strict accordance with the Contract Documents, complete and fully functioning to the designer's intent, specifically including all details, sections and notes contained within the Contract Documents, also including but not necessarily limited to the following:

A. Stormwater Drainage – Provide Precast Structures and associated Piping between Structures as identified by the contract documents.

- i. This Subcontractor is to complete drainage up to and including the installation of the downspout boot connection. Downspouts are to be completed by others. **downspout adapters by others (no detail)**
- ii. Furnish, install and test, entire site storm water system completed under this scope of work.
- iii. All piping, manholes, inlets, structures, structure liners, outlets, control structures and skimmers, grates, mitered end sections, and end walls are included.
- iv. Grouting of any structures is included.
- v. Subcontractor shall provide bed of stone under each structure as required by the Contract Documents.
- vi. All storm structure bases, manhole covers, and grating are included and are to be protected throughout the duration of the project.
- vii. All testing (lamp, smoke, pressure, laser profile, video inspection, etc.) is included as required by the Contract Documents and Authority Having Jurisdiction.
- viii. All new 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.

B. Sanitary System – Provide Precast Structures and associated Piping between Structures as identified by the contract documents.

- i. All manholes, manhole concrete collars, piping between manholes, Marion County Standard Manhole frames and cover stations, and special items necessary for a complete installation.
- ii. Subcontractor shall provide bed of stone under each structure.
- iii. Any exterior coatings or wraps in accordance with the Contract Documents or authorities having jurisdiction are included.
- iv. Grouting (inverts and benches) of any structures is included.
- v. Lids are included.
- vi. Subcontractor shall take laterals to within 5'-0" of buildings. Connection by Plumbing Subcontractor.
- vii. All testing (lamp, smoke, video inspection, etc.) is included as required by the Contract Documents and Authority Having Jurisdiction.

C. Water supply – Provide Main lines for Water Service and Fire Service, including piping, fittings and valves as identified by the contract documents.

- i. All piping, valves, gate valves, hydrants, shut offs, boxes, saddles, hydrant assemblies, BFP's and

required connections.

- ii. Subcontractor shall take Domestic water laterals to within 5'-0" of buildings. Connections by plumbing contractor. Fire Suppression lines are to be completed into the building to the riser (excluding the riser which will be by others).
- iii. Provide all required material for backfill of underground pipe as per contract documents.
- iv. All testing (lamp, smoke, bacteriological, video inspection, etc.) is included as required by the Contract Documents and Authority Having Jurisdiction.

**2. BID ALTERNATES – IF APPLICABLE**

2.1 The bid pricing shall be broken out as follows and as indicated on the bid form. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by the Owner, who has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received. The bidder shall price the work accordingly.

**3. CLARIFICATIONS**

3.1 The bidder is responsible for coordinating with all related trades. Coordinate with all other trades to verify equipment location and connections.

**4. GENERAL REQUIREMENTS**

4.1 The bidder 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.

4.2 The Scope of Work shall be in compliance with all Federal, State, and Local Codes.

4.3 This is a lump sum agreement, including freight, incidental fees, and all applicable taxes. 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.

4.4 Pricing shall remain firm for ~~(180) days~~ past bid submission date. ~~For (180) days~~, any escalation would need to be thoroughly documented for supplemental payment to be considered. **60 days**

4.5 Materials shall be released as required by the Construction Manager. No item shall be released for production without written authorization from Wharton-Smith.

4.6 All equipment will be labeled and tagged in accordance with the Contract Documents.

4.7 Provide all management necessary to adequately support, field, and maintain Project Schedule.

4.8 OSHA and the Construction Manager safety standards shall be followed at all times.

4.9 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.

4.10 The bidder will be required to coordinate with all other construction trades as required to complete this Scope of Work.

4.11 Owner Direct Purchase - The bidder may be required to participate in the Owner's Tax-Exempt Purchase Order Procedure. The Owner has been provided tax-exempt status by the State of Florida. The Subcontract/Purchase Order Agreement between the bidder and Wharton-Smith, Inc. will remain in effect. Upon execution of the Owner Direct Purchase Order, Wharton-Smith, Inc. will issue a deduction change order.

to this Agreement and will reduce the Contract amount by the Direct Purchase Order value, inclusive of Tax. The Terms and Conditions of the Wharton-Smith, Inc. Agreement will remain in effect for both orders upon successful completion of the work, including the warranty period and final payment by the Owner. Bidder may be required to provide material quotes for use in the bid for ODP purposes upon request by Wharton-Smith, Inc.

## **5. PROJECT SCHEDULE**

- 5.1 The bidder will provide a detailed schedule for the Scope of Work being performed. The bidder will coordinate with the Construction Manager to ensure the detailed schedule conforms to the overall Project Schedule. The bidder will update this Scope of Work Schedule each month and provide a written update to the Construction Manager.
- 5.2 The bidder will account for not working on holidays and shall plan for the Scope of Work to be completed per the overall Project Schedule. Holidays will include those observed by the Owner, the Construction Manager, and the bidder. The Construction Manager or Owner observes the following holidays:
  - A. New Year's Day
  - B. Martin Luther King Jr. Day
  - C. President's Day
  - D. Memorial Day
  - E. Independence Day
  - F. Labor Day
  - G. Thanksgiving
  - H. Day after Thanksgiving
  - I. Christmas Eve
  - J. Christmas

## **6. SUBMITTAL REQUIREMENTS**

- 6.1 The bidder shall provide submittal documents as required within the Contract Documents. Upon execution of this Agreement, the bidder shall provide a list of anticipated submittals for the Scope of Work. The bidder shall provide any additional submittal documents requested for any materials or services related to the Scope of Work.
- 6.2 All submittals that have any deviations shall be supplied with a letter addressing all deviations.
- 6.3 All submittals shall be provided with a cover page listing the following information:
  - A. Project name
  - B. Submittal
  - C. Relevant specifications
  - D. Bidder's contact information
  - E. Manufacturer's contact information
- 6.4 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 (if varied from the submittal prime specification)

- 6.5 It is the bidder's sole responsibility to ensure submittals are complete and accurate for the complete scope of this agreement. Coordination of submittal information from others working under the bidder is the sole responsibility of the bidder. Bidder 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.
- 6.6 Revised submittals shall include a comment response document. This document shall respond to every 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.
- 6.7 The bidder may be responsible for any costs incurred by the Construction Manager due to excessive submittal revisions.

**7. INSTALLATION, OPERATION, AND MAINTENANCE MANUALS – IF APPLICABLE**

- 7.1 Three (3) hard copies and one (1) electronic copy of the preliminary manuals and one (1) electronic copy of final manuals on a USB Flash Drive properly labeled.
- 7.2 O&M manuals (preliminary) are due no later than thirty (30) days after approved submittals.
- 7.3 All manuals will be provided as specified within the Contract Documents. If additional information required for format the manuals, the bidder is responsible for submitting a request in writing to verify the format of the manual in order to prevent excessive submittal revisions.
- 7.4 Any changes made to equipment due to punch list, operational conditions, problems, adjustments, or warranty issues will require updated As-Built drawings, which will need to be incorporated into final O&M Manuals by the bidder.
- 7.5 The bidder may be responsible for any costs incurred by the Construction Manager due to excessive manual revisions.

**8. START-UP, MANUFACTURER SERVICES, AND TRAINING – OF APPLICABLE**

- 8.1 As applicable to this scope of work, the bidder will be responsible for ensuring all manufacturer's services are performed as required by the Contract Documents. Services may include, but are not limited to, on-site testing, site inspections, installation inspections and supervision, inspection of final installation start-up and check-out, field testing, and training. The bidder will be responsible for all costs resulting from cancelling, rescheduling, or repeating manufacturer services.
- 8.2 Subcontract will coordinate with the Construction Manager, Electrical bidder, and the Integrator to ensure all equipment and devices are checked out, tested, and ready for service.
- 8.3 The Contract Documents detail the minimum number of days or trips required by the manufacturer. The bidder will be responsible for determining quantity detailed is adequate and includes any costs for additional trips or days as the bidder deems necessary for completion of the Scope of Work. Please note this is a phased project that may require multiple on-site visits for start-up.
- 8.4 At least two months prior to start-up and training, the bidder will provide a detailed start-up plan for each process system. At a minimum, the submittal will include the following:

- A. Process overview and equipment list.
- B. Manufacturer-c d tes g overview.
- C. Names and resumes of duly authorized representa es of the manufacturers.
- D. Training overview, including:
  - i. A detailed syllabus of the training course(s), including approximate training es for each s n as listed under the syllabus.
  - ii. All course material to be provided during the training.
- E. Start-up and tes g outline.
- F. Schedule including tes g, training, and start-up.
- G. Descrip of impacts, risks, and redundancy plans.
- H. Contact informa
- I. Coordina ee gs with be held with the Owner, Cons on Manager, bidder, and other trades to review and discuss the start-up plan. The bidder will revise the start-up plan based on these mee gs.

**9. RECORD DOCUMENTS**

- 9.1 The bidder will maintain accurate and current as-built documents. These documents will meet the requirements within the Contract Documents. All survey informa will be c ed by a licensed surveyor.
- 9.2 er comple of the Scope of Work, the bidder will provide complete and nal as-built documents within two (2) weeks. As-built documents will be provided as detailed in the Contract Documents.

**10. SPARE PARTS – IF APPLICABLE**

- 10.1 The bidder will supply all spare parts as required in the Contract Documents. All spare parts will be packaged and properly labeled as described in the Contract Documents.
- 10.2 All spare parts to be provided will be clearly detailed within the subm al documents.
- 10.3 The bidder will maintain ownership of all spare parts un the Owner is ready to accept turnover of the spare parts. Cons on Manager will not be responsible for any lost/damaged spare parts that are shipped prior to release by Cons on Manager.

**11. INSURANCE**

- 11.1 The bidder will provide the minimum insurance limits required to meet the requirements in this purchase order and all the requirements detailed within the Contract Documents. A sample insurance document is included within the Contract Documents for add onal reference.
- 11.2 The bidder will maintain a workers' compensa on insurance policy for the complete scope of services. The bidder will not u ze a Professional Employer Organiza (PEO) to provide workers' compensa insurance.

**12. DELEGATED DESIGN – SUBCONTRACTS AND PURCHASE ORDERS**

- 12.1 The bidder must review all a ons, drawings, and addenda related to this scope of work. If the documents require signed and sealed work, the bidder shall submit and maintain professional liability as referenced in S n 4.12.1 of the Bid Manual.

**13. WARRANTY**

- 13.1 The bidder will warranty Scope of Work as required by the Contract Documents. At a minimum, all work will be warranted 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.
- 13.2 Warranty will cover all necessary labor, equipment, and replacement parts necessary resulting from faulty design, assembly, workmanship, or any other failure of equipment and components furnished by the manufacturer.
- 13.3 All warranty will commence on the date of Owner acceptance without exception. The bidder will 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.

**14. TEAMPLAYER**

- 14.1 Wharton-Smith will be utilizing a software called TeamPlayer to process monthly pay applications. The fee for this service is \$10.00 per Pay Application regardless of the number of revisions in each month. Please review the Team Player Welcome Letter that has been included in the Bidding Documents, which contains embedded links for training documentation and videos. This will be a requirement for all bidders on this project.

Project : BLCCDD Utility Operations Facility

Bid Package No: **01**

Bid Package : **Sitework**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Harty Tractor Services, Inc.

Contact Name: Matthew Milazzo Title: Estimator

Address: 1331 Tractor Way, Orange City, FL 32763

Phone Number: (386) 775-1005 Email: matthew@hartytractor.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1-30-26</u>	No.: <u>3</u>	Addendum Date: <u>2-9-26</u>
No.: <u>2</u>	Addendum Date: <u>1-30-26</u>	No.: <u>4</u>	Addendum Date: <u>2-27-26</u>
		<u>5</u>	<u>3-3-26</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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Clearing, Excavation, Mass Grading, Bldg Pad Prep, Storm & Sanitary /Work	1	LS	\$	\$ <b>2,514,701.00</b>
2.	Payment & Performance Bond Rate	1	LS	%1.5	\$ <b>37,720.52</b>
				<b>Total Bid:</b>	\$ <b>2,552,421.52</b>

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	
2.	Lead Time for Mobilization	<b>NTP within 30 days - 2 weeks</b>

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.

*Matthew Milazzo*

**Matthew Milazzo - Estimator**

**3-9-26**

Signature

Print Name / Title

Date

# HARTY

## TRACTOR SERVICES, INC.

QB-0006534

**Physical Address**  
1331 Tractor Way  
Orange City, Florida 32763

Phone: (386) 775-1005  
Fax: (386) 775-3799

**Mailing Address**  
P.O. Box 741674  
Orange City, Florida 32774-1674

### Bay Laurel Communications Development District Field Op Bld. (Proposal)

Date: March 9, 2026

Phone: (407) 321-8410

Fax:

E-Mail: [jmanyette@whartonsmith.com](mailto:jmanyette@whartonsmith.com)

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

Engineer: Kimley Horn

Attn: James Manyette

Plan Date: 9-12-25

Description	Quantity	UM	Unit Cost	Total
<b>I. GENERAL CONDITIONS</b>				
a) mobilization	1	LS	16,800.00	\$16,800.00
b) layout	1	LS	32,500.00	\$32,500.00
c) certified as-builts	1	LS	16,300.00	\$16,300.00
d) MOT / Traffic Control	1	LS	2,500.00	\$2,500.00
e) GPR locates	1	LS	3,850.00	\$3,850.00
			subtotal. . .	\$71,950.00
<b>II. EROSION CONTROL</b>				
a) NOI / SWPP	1	LS	1,920.00	\$1,920.00
b) NPDES inspections	12	Month	770.00	\$9,240.00
c) silt fence per plans	3,040	LF	3.20	\$9,728.00
d) inlet protection	19	EA	350.00	\$6,650.00
e) soil tracking device non DOT (includes 40 tons of rock; additional rock to be charged at \$100.00 / ton)	1	EA	6,910.00	\$6,910.00
			subtotal. . .	\$34,448.00



### III. CLEARING & DEMOLITION

a) clear & haul misc trees	1	LS	18,300.00	\$18,300.00
b) demo limestone driveway	1,814	SF	2.00	\$3,628.00
c) demo chain link fence	534	LF	24.00	\$12,816.00
d) demo existing silt fence	1,062	LF	1.50	\$1,593.00
			subtotal. . .	\$36,337.00

### IV. EARTHWORK ON SITE

a) strip site	2,100	CY	3.80	\$7,980.00
b) cut site	12,600	CY	3.80	\$47,880.00
c) fill site	10,270	CY	3.20	\$32,864.00
d) export excess material	4,430	CY	25.00	\$110,750.00
e) grading	360,000	SF	0.23	\$82,800.00
			subtotal. . .	\$282,274.00

### V. SANITARY

a) 8" SDR26 0-6	154	LF	56.00	\$8,624.00
b) 8" SDR35 6-8	120	LF	64.00	\$7,680.00
c) 6" SDR26 0-6	103	LF	52.00	\$5,356.00
d) 6" SDR35 6-8	11	LF	59.00	\$649.00
e) manhole 48" 0-6	1	EA	7,870.00	\$7,870.00
f) manhole 48" 6-8	1	EA	9,070.00	\$9,070.00
g) fittings	1	LS	3,165.00	\$3,165.00
h) testing	1	LS	3,810.00	\$3,810.00
			subtotal. . .	\$46,224.00

### VI. LIFT STATION

a) Liberty Grinder Station D36144	1	EA	87,100.00	\$87,100.00
			subtotal. . .	\$87,100.00

### VII. FORCEMAIN

a) connect to existing wet well	1	EA	27,100.00	\$27,100.00
b) 2" HDPE	330	LF	19.00	\$6,270.00
c) fittings & installation	1	LS	1,240.00	\$1,240.00
d) testing	1	LS	1,120.00	\$1,120.00
			subtotal. . .	\$35,730.00

**VIII. STORM**

a) 12" HP	1,180	LF	51.00	\$60,180.00
b) 18" HP 0-6	934	LF	61.00	\$56,974.00
c) 18" HP 6-8	338	LF	66.00	\$22,308.00
d) 18" HP 8-10	113	LF	69.00	\$7,797.00
e) 24" HP 0-6	556	LF	86.00	\$47,816.00
f) 24" HP 6-8	54	LF	90.00	\$4,860.00
g) 15" RCP 0-6	22	LF	68.00	\$1,496.00
h) 36" RCP 0-6	30	LF	195.00	\$5,850.00
i) 36" RCP 6-8	145	LF	199.00	\$28,855.00
j) MES 36"	3	EA	8,760.00	\$26,280.00
k) F Inlet 0-6	1	EA	6,780.00	\$6,780.00
l) V Inlet 0-6	15	EA	7,970.00	\$119,550.00
m) V Inlet 6-8	3	EA	9,290.00	\$27,870.00
n) Storm M/H 0-6	2	EA	5,950.00	\$11,900.00
o) Storm M/H 6-8	1	EA	7,560.00	\$7,560.00
p) Storm M/H 8-10	1	EA	9,560.00	\$9,560.00
q) rip rap	1	LS	4,350.00	\$4,350.00
r) fittings & installation	1	LS	93,400.00	\$93,400.00
s) testing	1	LS	12,480.00	\$12,480.00
			subtotal. . .	\$555,866.00

**IX. WATER**

a) wet tap 8"	1	EA	11,570.00	\$11,570.00
b) 8" C900 DR18	322	LF	42.00	\$13,524.00
c) 6" C900 DR18	50	LF	32.00	\$1,600.00
d) 2" poly	586	LF	15.00	\$8,790.00
e) 1" poly	80	LF	13.00	\$1,040.00
f) 2" RPZ (meter by others)	1	EA	2,740.00	\$2,740.00
g) fire hydrant assembly	1	EA	7,950.00	\$7,950.00
h) fittings & installation	1	LS	39,840.00	\$39,840.00
i) testing	1	LS	3,940.00	\$3,940.00
			subtotal. . .	\$90,994.00

**X. FIRE**

a) 6" C900 DR14	318	LF	35.00	\$11,130.00
b) 6" DCDA w/ FDC	1	EA	17,820.00	\$17,820.00
c) fittings & installation	1	LS	22,860.00	\$22,860.00
d) testing	1	LS	1,120.00	\$1,120.00
			subtotal. . .	\$52,930.00

**XI. REUSE**

a) connect to existing	4	EA	6,200.00	\$24,800.00
b) 16" C900 DR18	3	LF	530.00	\$1,590.00
c) 8" C900 DR18	432	LF	43.00	\$18,576.00
d) 6" C900 DR18	42	LF	41.00	\$1,722.00
e) 2" PVC	6	LF	28.00	\$168.00
f) 2" reclaim service w/ RPZ (meter by others)	1	EA	5,110.00	\$5,110.00
g) fittings & installation	1	LS	17,600.00	\$17,600.00
h) testing	1	LS	1,255.00	\$1,255.00
			subtotal. . .	\$70,821.00

**XII. PAVING ON SITE**

a) 12" stabilized subbase	15,580	SY	11.10	\$172,938.00
b) 8" limerock base	15,450	SY	32.00	\$494,400.00
c) 2" SP-9.5 recycled asphalt (in two 1" lifts)	15,450	SY	25.00	\$386,250.00
d) prime & sand	15,450	SY	1.00	\$15,450.00
			subtotal. . .	\$1,069,038.00

**XIII. SUBBASE FOR CONCRETE AREAS**

a) 12" compacted subbase	498	SY	6.00	\$2,988.00
			subtotal. . .	\$2,988.00

**XIV. CONCRETE ON SITE**

a) D curb	176	LF	23.00	\$4,048.00
b) valley gutter	93	LF	51.00	\$4,743.00
			subtotal. . .	\$8,791.00

**XV. STRIPING ON SITE**

a) striping & signage	1	LS	5,850.00	\$5,850.00
			subtotal. . .	\$5,850.00

**XVI. SOD / SEED & MULCH**

a) sod pond slopes, bahia	99,000	SF	0.64	\$63,360.00
			subtotal. . .	\$63,360.00

**BID TOTAL . . \$2,514,701.00**

**ADDITIONAL ITEMS**

1) 6" limerock temporary parking lot (remove at end of project, restoration by others)	1	SY	36.00	\$36.00
2) 8" limerock crane roads (remove at end of project, restoration by others)	1	SY	43.00	\$43.00

**\*\*\* -NOTES- \*\*\***

**I. SITEWORK**

- 1) bid based on accuracy of provided topo & suitable soil conditions (soil report not provided)
- 2) overexcavation/recompaction of building pads not included
- 3) removal/disposal of hazardous or contaminated material not included
- 4) demo & removal of existing structure not included
- 5) soil treatment by others (termite, fertilizer, etc)
- 6) sodding, seeding or mulching excluded
- 7) backfilling of footers/retaining walls by others
- 8) tree barricading not included, if required add \$18.00 / LF
- 9) dewatering is excluded

**II. UTILITIES/STORM SEWER**

- 1) electrical hook-up from source to lift station by others
- 2) relocation of conflicting utilities by others, if required (poles, conduits, etc.)
- 3) water meters by others
- 4) irrigation and landscaping, including removal/replacement of existing by others
- 5) roof drains not included
- 6) sanitary laterals, roof drains and water services terminated within 5' of building line, connections by others
- 7) video recording of sanitary is included
- 8) lift station telemetry not included
- 9) transformer for lift station to be located within 30' of station
- 10) all pressure mains assumed to be no more than 5' deep at proposed connection locations
- 11) tamper switch for DDCV by others
- 12) downspout adapters by others, no detail shown
- 13) we have assumed that existing reclaim lines reroutes can be isolated with existing valves; line stops not included

**III. PAVING**

- 1) if leveling course required, add \$310.00 per ton (to be determined by county inspector)
- 2) all concrete flatwork by others
- 3) fencing and walls by others
- 4) off site improvements to occur during day light hours (night time work not included)

**IV. ADMINISTRATION**

- 1) NOI, SWPPP, & NPDES inspections included for 12 months
- 2) permits or fees excluded
- 3) if performance bond is required, add 1.5% of contract
- 4) construction staking inclusive of contract items only
- 5) geotechnical testing by others
- 6) there will be an additional 5% charge for all credit card payments
- 7) this proposal is valid for 30 days from bid date
- 8) prices are subject to change on material, fuel, aggregate etc. due to the volatility of the market

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and in accordance with applicable building codes except as specifically modified above. Any alterations or deviation from the above specifications will be executed only upon written orders and may become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

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Harty Tractor Services, Inc.

Authorized Signature:



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Thaine Harty - Chief Estimator

Date:

March 9, 2026

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Wharton-Smith, Inc.

Accepted By:

---

Signature

---

Printed Name and Title

Date:

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**Bid Evaluation and Comparison Sheet**

**Bid Package #:** 2  
**Bid Package Name:** **Fueling System**  
**Project Name:** Bay Laurel Utilities Operations Center - Early Work  
**Owner:** Bay Laurel Center CDD  
**Bid Date:** 02/11/26

[Pricing Summary](#)

		JF Petroleum Group		Guardian Fueling Technologies		Andrew Bell Inc.							
		Tim Combs/Tommy Moore (919) 838-7555 tim.combs@jfpetrogroup.com		Steven Bender (904) 680-0860 sbender@guardianfueltech.com		Andrew Bell (407) 877-8892 Andrew@andrewbellinc.com							
<b>Total Adjusted Bid:</b>		\$ 1,023,263.51		NO BID		\$ 386,744.00		\$ -		\$ -		\$ -	
<b>Base Bid Line Items</b>													
Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.	Complete Operational Diesel, Off-Road Diesel & Gasoline Fueling System	1	LS	\$ 974,165.32	\$ 974,165.32	\$ -	\$ -	\$ 375,480.00	\$ 375,480.00	\$ -	\$ -	\$ -	\$ -
2.	Payment & Performance Bond	1	LS	\$ 21,431.63	\$ 21,431.63	\$ -	\$ -	\$ 11,264.00	\$ 11,264.00	\$ -	\$ -	\$ -	\$ -
<b>Bid Alternates (Optional)</b>													
Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.	See Bid Form	1	LS	\$ 27,666.56	\$ 27,666.56	\$ -	\$ -	N/A	N/A	\$ -	\$ -	\$ -	\$ -
<b>Base Bid Subtotal:</b>				\$ 995,596.95		\$ -		\$ 386,744.00		\$ -		\$ -	
<b>Bid Alternate Total:</b>				\$ 27,666.56		\$ -		\$ -		\$ -		\$ -	
<b>Total Bid:</b>				\$ 1,023,263.51		\$ -		\$ 386,744.00		\$ -		\$ -	
<b>Bid Form Requirements</b>													
Bid Form Requirements				X				X					
Acknowledged Addenda				X				X					
Clarifications / Exceptions				X									
Value Engineering Proposal				X									
Item No:	Scheduled Lead Times for Deliverables and Construction	Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete		Calendar Days to Complete	
1.	Fuel System Submittal Package	45				14							
2.	Lead Time for Mobilization	120				14							
<b>Notes</b>													
				Tank Lead Time subject to change Submitted revised bid (Add 4)				Incomplete scope: No Conc., canopy, lighting, electrical/ LV					
<b>Post Bid Adjustments</b>													
Item No:	Value Engineering	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item No:	Bid Review Corrections/Adjustments	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Value Engineering Items:</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Bid Review Corrections / Adjustments:</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Adjusted Bid:</b>				\$ 1,023,263.51	\$ -	\$ 386,744.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Recommend JF Petroleum as the lowest responsive bidder.

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Fueling Station**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
 comest@whartonsmith.com

Bid Package No: **02**

**Bidder Information:**

Company: JF Acquisition LLC DBA JF Petroleum Group  
 Contact Name: Tim Combs Title: Sales Director  
 Address: 100 Perimeter Park Drive Suite H Morrisville, NC 27560  
 Phone Number: 904-294-0799 Email: tim.combs@jfpetrogroup.com

Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/9/26</u>	No.: _____	Addendum Date: _____

- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Complete Operational Diesel, Off-Road Diesel and Gasoline Fueling System	1	LS	\$ 1,003,032.22	\$ 1,003,032.22
2.	Payment & Performance Bond Rate	1	LS	% 22,066.71	\$ 22,066.71
				<b>Total Bid:</b>	\$ 1,025,098.93

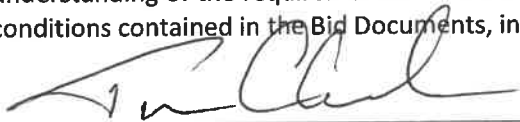
**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Canopy Addition	1	LS	\$	\$ 27,666.56
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Fuel System Submittal Package	45 days
2.	Lead Time for Mobilization	120 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

Tim Combs Sales Director

Print Name / Title

2/11/26

Date

See Exhibit

3970 Pipkin Rd S, Lakeland, FL 33811

**No. QUO-0327789**

**Sales Person :** Tim Combs  
E-Mail: tim.combs@jfpetrogroup.com

**Date: 10/3/2025**

**Sold to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Ship to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Dispenser Terms:** Net 10 Days \_\_\_\_\_(Initial Here)

**Requested Delivery Date:**

**Other Terms:** Net 30 Days

**PO:**

**Ship by:**

**Comments**

PROPOSAL FOR 30% DRAWINGS

No.	Description	Qty.	Unit Price	Amount
<b>TANKS</b>				
TANK-STEEL-FIRERATED	8,000-GALLON AST WITH CATWALK	1	\$109,008.75	\$109,008.75
CUSTOM COMMERCIAL EQ	KLEERBLUE DEF TANK AND DISPENSER	1	\$27,312.50	\$27,312.50
FREIGHT	FREIGHT ON DEF TANK	1	\$1,875.00	\$1,875.00
<b>TANK TOP EQUIPMENT</b>				
715-TT3-3MBB-0	FILL BOX, 3IN, 10 GAL, W 90 MALE QUICK DISCONNECT	3	\$3,197.52	\$9,592.56
715-VR30 AK	ADAPTER, VAPOR RECOVERY KIT, 3IN W/CAP,	1	\$468.94	\$468.94
715-S400 AS	4 LEG STAND FOR MODEL 715 10 GALLON FILL BOX	3	\$681.63	\$2,044.89
9095AA-3300 AVEVR	VALVE, AST OVERFILL PREVENTION, 3IN, AL	3	\$1,751.30	\$5,253.90
9095ATM0100-AM	MANUAL TEST MECHANISM 9095A, B & AA, 2IN & 3IN	3	\$164.43	\$493.29
748A-4400 AV	VENT, PRESSURE VACUUM, 3IN, 8OZ	1	\$832.90	\$832.90
354-0300 AV	VENT, UPDRAFT, 3IN	2	\$66.37	\$132.74
818-0100AGEVR	CLOCK GAUGE W/STANDARD FLOAT,2IN CARB EVR APPROVED	3	\$682.75	\$2,048.25
419-03081TEVR	DROP TUBE, 3IN X 8FT, ALUMINUM	3	\$203.57	\$610.71
179MCI-0100 AC	FILL CAP, 2IN, CAST IRON, MALE	3	\$49.75	\$149.25
880-047-1	CONTROL BOX W/ RELAY, ISOTROL 1-8R 120VAC	3	\$820.08	\$2,460.24
065-160-3	RISER, 4IN, 19.5IN	3	\$167.20	\$501.60
410140-001	FINAL ASSEMBLIES, P75U1RJ1 STP	3	\$2,891.00	\$8,673.00

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

**VALVES & FITTINGS**

710SS-2200 1V	VALVE, SOLENOID, 2IN, SS WITH 120/60 AC COIL	3	\$3,388.53	\$10,165.59
076S-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 50PSI, SS	3	\$519.23	\$1,557.69
346SS-0200AV	VALVE, EXTERNAL EMR, 2IN, SS	3	\$1,885.29	\$5,655.87
691BSS0300 1V	VALVE, FULL PORT BALL, .5IN, SS,	3	\$75.15	\$225.45
691BSS0800 1V	VALVE, BALL FULL PORT, 2IN, SS	3	\$318.72	\$956.16

**MONITORING SYSTEMS**

860091-302	TLS-450PLUS, CONSOLE, DUAL USB, DUAL RS-232/RS-485	1	\$4,402.00	\$4,402.00
333545-001	APPLICATION SOFTWARE, TLS450PLUS	1	\$4,624.00	\$4,624.00
846397-304	PROBE INV ONLY HGP WATER DETECT 6 FT	3	\$2,583.00	\$7,749.00
846400-001	INSTALL KIT, MAG PLUS, DIESEL, 4IN FLT, 5FT CABLE	2	\$489.00	\$978.00
886100-000	INSTALL KIT, PHASE2 WATER DETECTOR, 4IN FLOAT, 5FT	1	\$749.00	\$749.00
312020-952	RISER CAP AND RING KIT, 4IN	3	\$314.00	\$942.00
312020-984	AST INSTALL KIT	3	\$229.00	\$687.00
794390-420	INTERSTITIAL SENSOR, STEEL TANK 4-12FT TANK	3	\$777.00	\$2,331.00
794380-208	SUMP SENSOR, PIPING, 12FT CABLE	8	\$439.00	\$3,512.00
312020-928	RISER CAP AND RING KIT, 2IN	3	\$229.00	\$687.00
330020-012	SENSOR MOUNTING KIT, UNIVERSAL	5	\$162.00	\$810.00
790091-001	OVERFILL ALARM	1	\$1,160.00	\$1,160.00
790095-001	OVERFILL ALARM ACKNOWLEDGE SWITCH	1	\$741.00	\$741.00

**ISLAND EQUIPMENT**

434-17001-AK	AST PEDESTAL BASE & 1 STABILIZER BAR	5	\$2,044.56	\$10,222.80
434CB-0200 1B	CONNECTION BOOT, 2IN	5	\$56.52	\$282.60
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	10	\$51.72	\$517.20
434CBB0001 1B	BONDER, CONNECTION BOND	12	\$63.22	\$758.64
434CBB001 1A	BOND APPLICATOR, CONNECTION BOOT	1	\$217.14	\$217.14
PG-1-Y	BOLLARD COVER, 6IN, 52IN H, YELLOW	28	\$86.32	\$2,416.96

**DISPENSING EQUIPMENT**

DISP-9853GX DFZ	REMOTE DISP SGL, FRONT LOAD	5	\$5,746.68	\$28,733.40
Z-AT0-ISSA00	9800, STAINLESS STEEL, ALL PANELS	5	\$966.89	\$4,834.45
Z-AT0-APULID	PULSE OUTPUT, DUAL CHANNEL DUAL PULSE	5	\$844.26	\$4,221.30
Z-AT0-GEMT0G	TOTALIZER, ELEC, MECH, ACCUM, PER HOSE	5	\$331.64	\$1,658.20
FREIGHT	FREIGHT ON DISPENSERS	5	\$331.64	\$1,658.20

**FUEL MANAGEMENT SYSTEMS**

191F0235-20	TANK MONITOR INTERFACE	1	\$685.44	\$685.44
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F2	1	\$11,980.80	\$11,980.80
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F4	1	\$12,197.76	\$12,197.76
CUSTOM COMMERCIAL EQ	SUBSCRIPTION PRICE FOR FMLIVE SERVICES	1	\$5,238.67	\$5,238.67
CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$978.00	\$978.00

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$3,133.33	\$3,133.33
FREIGHT	FREIGHT ON FMS	1	\$586.67	\$586.67

**CANOPY**

CUSTOM COMMERCIAL EQ	CONVENTIONAL CANOPY	1	\$98,000.00	\$98,000.00
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**MISCELLANEOUS EQUIPMENT**

CHPC-10-RD	EXTINGUISHER CABINET 10LB-RED	2	\$91.98	\$183.96
NG-97SEI	DECAL, 4IN X 24IN ALUM FIRE EXTINGUISHER	2	\$45.76	\$91.52
A61B456	10 LB. ABC STEEL FIRE EXTINGUISHER	2	\$113.40	\$226.80
TD-24	DECAL, DIAMOND FLAMMABLE	4	\$3.25	\$13.00
PID-239	DECAL, UNLEADED, 3X 12, WHITE	4	\$3.22	\$12.88
PID-248	DECAL, NO SMOKING, 3 X 12, WHITE	12	\$3.22	\$38.64
TD-30-130L	NFPA DIAMOND DECAL FOR GASOLINE	4	\$3.77	\$15.08
PID-203	WARNING NO SMOKING - STOP ENGINE DECAL	12	\$4.00	\$48.00
PID-226	SIGN, E-SHUTOFF SWITCH, ALUMINUM	2	\$37.50	\$75.00
TD-24	DECAL, DIAMOND FLAMMABLE	8	\$3.25	\$26.00
PID-220	DECAL, DIESEL, 3IN X 12IN	4	\$3.22	\$12.88
PID-231	DECAL, OFF ROAD DIESEL	4	\$3.22	\$12.88
TD-30-120L	NFPA DIAMOND DECAL HAZMAT	8	\$9.88	\$79.04
FREIGHT	FREIGHT ON EQUIPMENT	1	\$5,331.25	\$5,331.25
FREIGHT	FREIGHT ON PETROLEUM EQUIPMENT	1	\$4,012.50	\$4,012.50
QUO-SALES	ENGINEERING DRAWINGS	1	\$8,125.00	\$8,125.00

**INSTALLATION**

INSTALL LABOR	INSTALLATION	1	\$505,525.37	\$505,525.37
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**SERVICE TRAINING & STARTUP**

SERVICE TECH	SERVICE STARTUP & TRAINING	1	\$9,000.00	\$9,000.00
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<b>EQUIPMENT:</b>	<b>412,553.65</b>
<b>SALES TAX:</b>	<b>62,489.58</b>
<b>FREIGHT:</b>	<b>13,463.62</b>
<b>INSTALLATION:</b>	<b>505,525.37</b>
<b>SERVICE:</b>	<b>9,000.00</b>
<b>TOTAL AMOUNT:</b>	<b>1,003,032.22</b>

**This proposal includes estimated applicable taxes**

**SCOPE OF WORK**

COMMERICAL SCOPE OF WORK

- Provide the Customer with a detailed Construction schedule.
- Hold an office Pre-Con meeting prior to ordering the equipment to verify quantities and sizes
- Obtain State Department of Environmental Protection & Local Fire Marshall Permits for all work performed by JF Petroleum Group
- Mobilize to the job site.

ABOVEGROUND STORAGE TANK SCOPE OF WORK:

Pour Concrete Pad under the Tanks to the following spec: 4000 PSI Air Entrained  
Lgth: 58'

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Width: 17' 10"

Thickness: 8"

#4 Rebar, 12" On Center Each Way (O.C.E.W.)

Provide Pipe Bollards as listed below at the aboveground tank(s)

28 6" Concrete Filled

Off-load and test the tanks in accordance with the Manufacturer's Installation Instructions.

Anchor the Aboveground Storage Tanks (AST's) to the Concrete Pad

Provide Grounding for the ASTs

Install the Following Climbing Device:

OSHA Steps, Handrail and Platform

Install a 3" Remote Fill Line With Remote Spill Cabinet, Overfill Prevention Valve, Accessories and Necessary Piping Supports

Install a 3" Top Fill with Spill Container, Overfill Prevention Valve and Accessories

Install a Level Gauges on Tanks Visible from the Fill Connections

Install an Atmospheric Vent Risers with Proper Sized Cap

Install Emergency Vents on Primary and/or Secondary Tanks

Install Level Sensors, Probes, and Switches.

Provide a Post-Mount for Tank Alarm Console Panel

Install Overfill Prevention Drop Tubes

Install 4" Risers for Tank Monitoring System and Cover with 18" Manholes

Install Dispenser Sumps with Associated Brackets and Valves.

Install Submersible Pumps with Valves

Install the Following for Anti-Syphon Protection

Electric Anti-Syphon Valve

Aboveground Welded Steel Piping: STAINLESS STEEL

Install a 2" Single Wall Vent Line on the Diesel Tanks

Install a 2" Single Wall Vent Line on the Gasoline Tank

Perform the Following Test:

Pressurize Product Lines to 50 PSI and Perform Soap Test

Install the Following Equipment:

Fuel Management System

Tank Monitor System

Canopy Columns

Dispensers

Furnish and Install Conduit & Pull Wiring as Follows: GC TO INSTALL BREAKERS, PANEL, WIRING TROUGH, CONDUITS 10 OUTSIDE BLDG, CONTACTOR

Submersible Pump(s)

Dispenser(s)

Tank Monitor System

Fuel Management System

Overfill Alarm System

In-Tank Level Probe(s)

Sump Sensor(s)

Interstitial Sensor(s)

Canopy Lights

Emergency Stop Button

Communication for Island Controller(s)

Pipe the Canopy Drains Through the ends of the Island(s)

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Pour concrete pad under the Canopy to the following spec. : 4000 PSI air entrained  
Lgth: 60 Width: 48 Thickness: 8" Reinforced: #4 REBAR 18" OCEW

Install the following pipe identification(s)

Product Identification Markers

Owner to provide all fuel for the new tank system(s)

Install the following safety equipment:

Fire extinguisher and Cabinet

Overfill alarm sign

No smoking/stop engine sign

"Product Description" Decals on tank

"No Smoking" Decals on Tank

NFPA Hazard Placard as per NFPA-407

Clean our debris from the job site.

Calibrate the dispenser/suction pump meters

Test all equipment supplied by JF Petroleum Group for proper operation.

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

Provide Red-Line "As-Built" Drawings after the Job is completed.

Provide a "Close Out Book" complete with Photos, Inspection reports & building permits

#### GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and include applicable sales tax or use tax.

JF Petroleum Group requires that a pre-job conference be held prior to construction. All parties involved in this project are requested to attend as a means of ensuring job quality and timely completion.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

#### OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Site being prepared to proper sub-grade elevation, including concrete and asphalt removal, prior to our arrival on the job site.

Others to furnish and install an adequately sized electrical panel with breakers and to "rough out" rigid steel conduits 10' outside the building in the direction of the equipment it feeds with no 90 degree bends except where turning under the slab below the panel and terminate the conduits with sealoffs into a 6" x 6" wiring trough and connect wiring trough to the panel with a steel nipple.

Others to furnished an adequately sized electrical panel.

#### THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Painting

Asphalt work.

Site preparation.

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Geotechnical/Environmental services

Fuel for the new system.

Additional work not stated above

**TERMS & CONDITIONS**

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written ) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JF CONSTRUCTION SERVICES. For purposes hereof, the terms "we", "us" and "JF CONSTRUCTION SERVICES" shall mean

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF CONSTRUCTION SERVICES EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF CONSTRUCTION SERVICES'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF CONSTRUCTION SERVICES WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF CONSTRUCTION SERVICES a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF CONSTRUCTION SERVICES has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF CONSTRUCTION SERVICES prior to delivery of equipment and merchandise. Customer agrees that, if required by JF CONSTRUCTION SERVICES to do so, it will obtain the execution of any document necessary to perfect said security interest in any

equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF CONSTRUCTION SERVICES

the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF CONSTRUCTION SERVICES shall not be responsible for

loss or damage to equipment or merchandise while in transit on any carrier not owned by JF CONSTRUCTION SERVICES.

Any claim made for such loss or damage shall be made by Customer against the carrier.

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF CONSTRUCTION SERVICES

shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF CONSTRUCTION SERVICES. To the extent there is such delay or suspension resulting in increased cost or

expense to us, JF CONSTRUCTION SERVICES shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF CONSTRUCTION SERVICES will be entitled to an adjustment in compensation for any changes that is

performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF CONSTRUCTION SERVICES because they are not being installed by JF CONSTRUCTION SERVICES, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be

required. JF CONSTRUCTION SERVICES will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF CONSTRUCTION SERVICES will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF CONSTRUCTION SERVICES Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form.

Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF CONSTRUCTION SERVICES without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices increase at any time due to circumstances beyond JF CONSTRUCTION SERVICESs control, such increase shall be added to the quote, contract price and/or

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

invoiced amount associated with this proposal. JF CONSTRUCTION SERVICES shall itemize such increases upon receipt of a signed order.

If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF CONSTRUCTION SERVICES reserves the right to approve the credit of all Customers. To Customers with approved credit, JF CONSTRUCTION SERVICES offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF CONSTRUCTION SERVICES shall notify Customer of that fact within 21 days after receipt of a

signed Order. In such event, JF CONSTRUCTION SERVICES reserves the right to require, at its option, a substantial deposit, or such

other payment arrangements as shall be acceptable to JF CONSTRUCTION SERVICES. Customer's failure to comply with such payment arrangements shall give JF CONSTRUCTION SERVICES the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. \_\_\_\_\_.

Bill & Hold is a service offering JF CONSTRUCTION SERVICES will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF CONSTRUCTION SERVICES will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF CONSTRUCTION SERVICES will have no entitlement to the products in Bill & Hold.

**ACCEPTANCE**

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

JF CONSTRUCTION SERVICES Acceptance

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

## **Enhanced Quality Products Bay Laurel Center Fueling Station**

JF Petroleum Group Strives to give a quality product that will withstand the elements by utilizing the following Quality Products for long term cost control measures.

1. We provide all stainless-steel parts where available.
2. We provided in this proposal stainless-steel piping for low maintenance. No painting necessary.
3. Our piping will be welded not screwed pipe that will eventually have leaks
4. The canopy shown on plans does not leave enough overhang. VE option provided.
  - a. New canopy size to be 42 x 64.
5. Steel Package on canopy is galvanized for longer life against rusting
6. Bollards are galvanized for longer life against rusting.
7. Gasboy dispensers can carry up to a five-year warranty if accepted.
  - a. Cost of warranty is 575.00 per dispenser per year for (4) additional years

3970 Pipkin Rd S, Lakeland, FL 33811

**No. QUO-0327789**

**Sales Person :** Tim Combs  
E-Mail: tim.combs@jfpetrogroup.com

**Revision: 2**  
**Date: 2/25/2026**

**Sold to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Ship to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Dispenser Terms:** Net 10 Days \_\_\_\_\_ (Initial Here)

**Requested Delivery Date:**

**Other Terms:** Net 30 Days

**PO:**

**Ship by:**

**Comments**

PROPOSAL FOR 30% DRAWINGS

No.	Description	Qty.	Unit Price	Amount
<b>TANKS</b>				
TANK-STEEL-FIRERATED	8,000-GALLON AST WITH CATWALK	1	\$109,008.75	\$109,008.75
<b>TANK TOP EQUIPMENT</b>				
715-TT3-3MBB-0	FILL BOX, 3IN, 10 GAL, W 90 MALE QUICK DISCONNECT	3	\$3,197.52	\$9,592.56
715-VR30 AK	ADAPTER, VAPOR RECOVERY KIT, 3IN W/CAP,	1	\$468.94	\$468.94
715-S400 AS	4 LEG STAND FOR MODEL 715 10 GALLON FILL BOX	3	\$681.63	\$2,044.89
9095AA-3300 AVEVR	VALVE, AST OVERFILL PREVENTION, 3IN, AL	3	\$1,751.30	\$5,253.90
9095ATM0100-AM	MANUAL TEST MECHANISM 9095A, B & AA, 2IN & 3IN	3	\$164.43	\$493.29
748A-4400 AV	VENT, PRESSURE VACUUM, 3IN, 8OZ	1	\$832.90	\$832.90
354-0300 AV	VENT, UPDRAFT, 3IN	2	\$66.37	\$132.74
818-0100AGEVR	CLOCK GAUGE W/STANDARD FLOAT,2IN CARB EVR APPROVED	3	\$682.75	\$2,048.25
419-03081TEVR	DROP TUBE, 3IN X 8FT, ALUMINUM	3	\$203.57	\$610.71
179MCI-0100 AC	FILL CAP, 2IN, CAST IRON, MALE	3	\$49.75	\$149.25
880-047-1	CONTROL BOX W/ RELAY, ISOTROL 1-8R 120VAC	3	\$820.08	\$2,460.24
065-160-3	RISER, 4IN, 19.5IN	3	\$167.20	\$501.60
410140-001	FINAL ASSEMBLIES, P75U1RJ1 STP	3	\$2,891.00	\$8,673.00
<b>VALVES &amp; FITTINGS</b>				
710SS-2200 1V	VALVE, SOLENOID, 2IN, SS WITH 120/60 AC COIL	3	\$3,388.53	\$10,165.59

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

076S-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 50PSI, SS	3	\$519.23	\$1,557.69
346SS-0200AV	VALVE, EXTERNAL EMR, 2IN, SS	3	\$1,885.29	\$5,655.87
691BSS0300 1V	VALVE, FULL PORT BALL, .5IN, SS,	3	\$75.15	\$225.45
691BSS0800 1V	VALVE, BALL FULL PORT, 2IN, SS	3	\$318.72	\$956.16

### MONITORING SYSTEMS

860091-302	TLS-450PLUS, CONSOLE, DUAL USB, DUAL RS-232/RS-485	1	\$4,402.00	\$4,402.00
333545-001	APPLICATION SOFTWARE, TLS450PLUS	1	\$4,624.00	\$4,624.00
846397-304	PROBE INV ONLY HGP WATER DETECT 6 FT	3	\$2,583.00	\$7,749.00
846400-001	INSTALL KIT, MAG PLUS, DIESEL, 4IN FLT, 5FT CABLE	2	\$489.00	\$978.00
886100-000	INSTALL KIT, PHASE2 WATER DETECTOR, 4IN FLOAT, 5FT	1	\$749.00	\$749.00
312020-952	RISER CAP AND RING KIT, 4IN	3	\$314.00	\$942.00
312020-984	AST INSTALL KIT	3	\$229.00	\$687.00
794390-420	INTERSTITIAL SENSOR, STEEL TANK 4-12FT TANK	3	\$777.00	\$2,331.00
794380-208	SUMP SENSOR, PIPING, 12FT CABLE	8	\$439.00	\$3,512.00
312020-928	RISER CAP AND RING KIT, 2IN	3	\$229.00	\$687.00
330020-012	SENSOR MOUNTING KIT, UNIVERSAL	5	\$162.00	\$810.00
790091-001	OVERFILL ALARM	1	\$1,160.00	\$1,160.00
790095-001	OVERFILL ALARM ACKNOWLEDGE SWITCH	1	\$741.00	\$741.00

### ISLAND EQUIPMENT

434-17001-AK	AST PEDESTAL BASE & 1 STABILIZER BAR	5	\$2,044.56	\$10,222.80
434CB-0200 1B	CONNECTION BOOT, 2IN	5	\$56.52	\$282.60
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	10	\$51.72	\$517.20
434CBB0001 1B	BONDER, CONNECTION BOND	12	\$63.22	\$758.64
434CBB001 1A	BOND APPLICATOR, CONNECTION BOOT	1	\$217.14	\$217.14
PG-1-Y	BOLLARD COVER, 6IN, 52IN H, YELLOW	28	\$86.32	\$2,416.96

### DISPENSING EQUIPMENT

DISP-9853GX DFZ	REMOTE DISP SGL, FRONT LOAD	5	\$5,746.68	\$28,733.40
Z-AT0-ISSA00	9800, STAINLESS STEEL, ALL PANELS	5	\$966.89	\$4,834.45
Z-AT0-APULID	PULSE OUTPUT, DUAL CHANNEL DUAL PULSE	5	\$844.26	\$4,221.30
Z-AT0-GEMT0G	TOTALIZER, ELEC, MECH, ACCUM, PER HOSE	5	\$331.64	\$1,658.20
FREIGHT	FREIGHT ON DISPENSERS	5	\$331.64	\$1,658.20

### FUEL MANAGEMENT SYSTEMS

191F0235-20	TANK MONITOR INTERFACE	1	\$685.44	\$685.44
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F2	1	\$11,980.80	\$11,980.80
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F4	1	\$12,197.76	\$12,197.76
CUSTOM COMMERCIAL EQ	SUBSCRIPTION PRICE FOR FMLIVE SERVICES	1	\$5,238.67	\$5,238.67
CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$978.00	\$978.00
CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$3,133.33	\$3,133.33
FREIGHT	FREIGHT ON FMS	1	\$586.67	\$586.67

### CANOPY

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

CUSTOM COMMERCIAL EQ	CONVENTIONAL CANOPY	1	\$98,000.00	\$98,000.00
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**MISCELLANEOUS EQUIPMENT**

CHPC-10-RD	EXTINGUISHER CABINET 10LB-RED	2	\$91.98	\$183.96
NG-97SEI	DECAL, 4IN X 24IN ALUM FIRE EXTINGUISHER	2	\$45.76	\$91.52
A61B456	10 LB. ABC STEEL FIRE EXTINGUISHER	2	\$113.40	\$226.80
TD-24	DECAL, DIAMOND FLAMMABLE	4	\$3.25	\$13.00
PID-239	DECAL, UNLEADED, 3X 12, WHITE	4	\$3.22	\$12.88
PID-248	DECAL, NO SMOKING, 3 X 12, WHITE	12	\$3.22	\$38.64
TD-30-130L	NFPA DIAMOND DECAL FOR GASOLINE	4	\$3.77	\$15.08
PID-203	WARNING NO SMOKING - STOP ENGINE DECAL	12	\$4.00	\$48.00
PID-226	SIGN, E-SHUTOFF SWITCH, ALUMINUM	2	\$37.50	\$75.00
TD-24	DECAL, DIAMOND FLAMMABLE	8	\$3.25	\$26.00
PID-220	DECAL, DIESEL, 3IN X 12IN	4	\$3.22	\$12.88
PID-231	DECAL, OFF ROAD DIESEL	4	\$3.22	\$12.88
TD-30-120L	NFPA DIAMOND DECAL HAZMAT	8	\$9.88	\$79.04
FREIGHT	FREIGHT ON EQUIPMENT	1	\$5,331.25	\$5,331.25
FREIGHT	FREIGHT ON PETROLEUM EQUIPMENT	1	\$4,012.50	\$4,012.50
QUO-SALES	ENGINEERING DRAWINGS	1	\$8,125.00	\$8,125.00

**INSTALLATION**

INSTALL LABOR	INSTALLATION	1	\$507,403.26	\$507,403.26
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**SERVICE TRAINING & STARTUP**

SERVICE TECH	SERVICE STARTUP & TRAINING	1	\$9,000.00	\$9,000.00
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<b>EQUIPMENT:</b>	<b>385,241.15</b>
<b>SALES TAX:</b>	<b>60,932.29</b>
<b>FREIGHT:</b>	<b>11,588.62</b>
<b>INSTALLATION:</b>	<b>507,403.26</b>
<b>SERVICE:</b>	<b>9,000.00</b>
<b>TOTAL AMOUNT:</b>	<b>974,165.32</b>

This proposal includes estimated applicable taxes

Bond 2.2% = \$21,431

**SCOPE OF WORK**

COMMERICAL SCOPE OF WORK

**REVISED GRAND TOTAL \$ 995,566**

Provide the Customer with a detailed Construction schedule.

Hold an office Pre-Con meeting prior to ordering the equipment to verify quantities and sizes

Obtain State Department of Environmental Protection & Local Fire Marshall Permits for all work performed by JF Petroleum Group

Mobilize to the job site.

ABOVEGROUND STORAGE TANK SCOPE OF WORK:

Pour Concrete Pad under the Tanks to the following spec: 4000 PSI Air Entrained

Lgth: 58'

Width: 17' 10"

Thickness: 8"

#4 Rebar, 12" On Center Each Way (O.C.E.W.)

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Provide Pipe Bollards as listed below at the aboveground tank(s)

28 6" Concrete Filled

Off-load and test the tanks in accordance with the Manufacturer's Installation Instructions.

Anchor the Aboveground Storage Tanks (AST's) to the Concrete Pad

Provide Grounding for the ASTs

Install the Following Climbing Device:

OSHA Steps, Handrail and Platform

Install a 3" Remote Fill Line With Remote Spill Cabinet, Overfill Prevention Valve, Accessories and Necessary Piping Supports

Install a 3" Top Fill with Spill Container, Overfill Prevention Valve and Accessories

Install a Level Gauges on Tanks Visible from the Fill Connections

Install an Atmospheric Vent Risers with Proper Sized Cap

Install Emergency Vents on Primary and/or Secondary Tanks

Install Level Sensors, Probes, and Switches.

Provide a Post-Mount for Tank Alarm Console Panel

Install Overfill Prevention Drop Tubes

Install 4" Risers for Tank Monitoring System and Cover with 18" Manholes

Install Dispenser Sumps with Associated Brackets and Valves.

Install Submersible Pumps with Valves

Install the Following for Anti-Syphon Protection

Electric Anti-Syphon Valve

Aboveground Welded Steel Piping: STAINLESS STEEL

Install a 2" Single Wall Vent Line on the Diesel Tanks

Install a 2" Single Wall Vent Line on the Gasoline Tank

Perform the Following Test:

Pressurize Product Lines to 50 PSI and Perform Soap Test

Install the Following Equipment:

Fuel Management System

Tank Monitor System

Canopy Columns

Dispensers

Furnish and Install Conduit & Pull Wiring as Follows: GC TO INSTALL BREAKERS, PANEL, WIRING TROUGH, CONDUITS 10 OUTSIDE BLDG, CONTACTOR

Submersible Pump(s)

Dispenser(s)

Tank Monitor System

Fuel Management System

Overfill Alarm System

In-Tank Level Probe(s)

Sump Sensor(s)

Interstitial Sensor(s)

Canopy Lights

Emergency Stop Button

Communication for Island Controller(s)

Pipe the Canopy Drains Through the ends of the Island(s)

Pour concrete pad under the Canopy to the following spec. : 4000 PSI air entrained

Lgth: 60 Width: 48 Thickness: 8" Reinforced: #4 REBAR 18" OCEW

Install the following pipe identification(s)

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Product Identification Markers

Owner to provide all fuel for the new tank system(s)

Install the following safety equipment:

Fire extinguisher and Cabinet

Overfill alarm sign

No smoking/stop engine sign

"Product Description" Decals on tank

"No Smoking" Decals on Tank

NFPA Hazard Placard as per NFPA-407

Clean our debris from the job site.

Calibrate the dispenser/suction pump meters

Test all equipment supplied by JF Petroleum Group for proper operation.

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

Provide Red-Line "As-Built" Drawings after the Job is completed.

Provide a "Close Out Book" complete with Photos, Inspection reports & building permits

GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and include applicable sales tax or use tax.

JF Petroleum Group requires that a pre-job conference be held prior to construction. All parties involved in this project are requested to attend as a means of ensuring job quality and timely completion.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Site being prepared to proper sub-grade elevation, including concrete and asphalt removal, prior to our arrival on the job site.

Others to furnish and install an adequately sized electrical panel with breakers and to "rough out" rigid steel conduits 10' outside the building in the direction of the equipment it feeds with no 90 degree bends except where turning under the slab below the panel and terminate the conduits with sealoffs into a 6" x 6" wiring trough and connect wiring trough to the panel with a steel nipple.

Others to furnished an adequately sized electrical panel.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Painting

Asphalt work.

Site preparation.

Geotechnical/Environmental services

Fuel for the new system.

Additional work not stated above

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

**TERMS & CONDITIONS**

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written ) on customer’s purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JF CONSTRUCTION SERVICES. For purposes hereof, the terms “we”, “us” and “JF CONSTRUCTION SERVICES” shall mean

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF CONSTRUCTION SERVICES EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF CONSTRUCTION SERVICES’S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF CONSTRUCTION SERVICES WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF CONSTRUCTION SERVICES a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF CONSTRUCTION SERVICES has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF CONSTRUCTION SERVICES prior to delivery of equipment and merchandise. Customer agrees that, if required by JF CONSTRUCTION SERVICES to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer’s failure to comply with the terms hereof shall give JF CONSTRUCTION SERVICES the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF CONSTRUCTION SERVICES shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF CONSTRUCTION SERVICES. Any claim made for such loss or damage shall be made by Customer against the carrier.

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF CONSTRUCTION SERVICES shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

beyond the control of JF CONSTRUCTION SERVICES. To the extent there is such delay or suspension resulting in increased cost or

expense to us, JF CONSTRUCTION SERVICES shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF CONSTRUCTION SERVICES will be entitled to an adjustment in compensation for any changes that is

performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF CONSTRUCTION SERVICES because they are not being installed by JF CONSTRUCTION SERVICES, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be

required. JF CONSTRUCTION SERVICES will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF CONSTRUCTION SERVICES will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply.

After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF CONSTRUCTION SERVICES Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form.

Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF CONSTRUCTION SERVICES without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices increase at any time due to circumstances beyond JF CONSTRUCTION SERVICESs control, such increase shall be added to the quote, contract price and/or

invoiced amount associated with this proposal. JF CONSTRUCTION SERVICES shall itemize such increases upon receipt of a signed order.

If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF CONSTRUCTION SERVICES reserves the right to approve the credit of all Customers. To Customers with approved credit, JF CONSTRUCTION SERVICES offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF CONSTRUCTION SERVICES shall notify Customer of that fact within 21 days after receipt of a

signed Order. In such event, JF CONSTRUCTION SERVICES reserves the right to require, at its option, a substantial deposit, or such

other payment arrangements as shall be acceptable to JF CONSTRUCTION SERVICES. Customer's failure to comply with such payment arrangements shall give JF CONSTRUCTION SERVICES the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. \_\_\_\_\_.

Bill & Hold is a service offering JF CONSTRUCTION SERVICES will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from

accepting physical delivery of products on the scheduled date. JF CONSTRUCTION SERVICES will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept

the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked

connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer,

and will be the sole property of the customer. JF CONSTRUCTION SERVICES will have no entitlement to the products in Bill & Hold.

**ACCEPTANCE**

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

JF CONSTRUCTION SERVICES Acceptance

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Date: \_\_\_\_\_

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Fueling Station**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
 comest@whartonsmith.com

Bid Package No: **02**

**Bidder Information:**

Company: JF Acquisition LLC DBA JF Petroleum Group  
 Contact Name: Tim Combs Title: Sales Director  
 Address: 100 Perimeter Park Drive Suite H Morrisville, NC 27560  
 Phone Number: 904-294-0799 Email: tim.combs@jfpetrogroup.com

Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/26</u>	No.: <u>3</u>	Addendum Date: <u>2/9/26</u>
No.: <u>2</u>	Addendum Date: <u>2/9/26</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Complete Operational Diesel, Off-Road Diesel and Gasoline Fueling System	1	LS	\$ 1,003,032.22	\$ 1,003,032.22
2.	Payment & Performance Bond Rate	1	LS	% 22,066.71	\$ 22,066.71
				<b>Total Bid:</b>	\$ 1,025,098.93

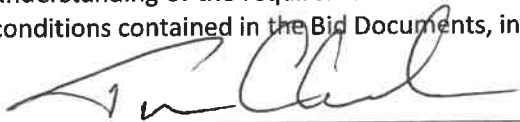
**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Canopy Addition	1	LS	\$	\$ 27,666.56
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Fuel System Submittal Package	45 days
2.	Lead Time for Mobilization	120 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

Tim Combs Sales Director

Print Name / Title

2/11/26

Date

See Exhibit

3970 Pipkin Rd S, Lakeland, FL 33811

**No. QUO-0327789**

**Sales Person :** Tim Combs  
E-Mail: tim.combs@jfpetrogroup.com

**Date:** 10/3/2025

**Sold to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Ship to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Dispenser Terms:** Net 10 Days \_\_\_\_\_(Initial Here)

**Requested Delivery Date:**

**Other Terms:** Net 30 Days

**PO:**

**Ship by:**

**Comments**

PROPOSAL FOR 30% DRAWINGS

No.	Description	Qty.	Unit Price	Amount
<b>TANKS</b>				
TANK-STEEL-FIRERATED	8,000-GALLON AST WITH CATWALK	1	\$109,008.75	\$109,008.75
CUSTOM COMMERCIAL EQ	KLEERBLUE DEF TANK AND DISPENSER	1	\$27,312.50	\$27,312.50
FREIGHT	FREIGHT ON DEF TANK	1	\$1,875.00	\$1,875.00
<b>TANK TOP EQUIPMENT</b>				
715-TT3-3MBB-0	FILL BOX, 3IN, 10 GAL, W 90 MALE QUICK DISCONNECT	3	\$3,197.52	\$9,592.56
715-VR30 AK	ADAPTER, VAPOR RECOVERY KIT, 3IN W/CAP,	1	\$468.94	\$468.94
715-S400 AS	4 LEG STAND FOR MODEL 715 10 GALLON FILL BOX	3	\$681.63	\$2,044.89
9095AA-3300 AVEVR	VALVE, AST OVERFILL PREVENTION, 3IN, AL	3	\$1,751.30	\$5,253.90
9095ATM0100-AM	MANUAL TEST MECHANISM 9095A, B & AA, 2IN & 3IN	3	\$164.43	\$493.29
748A-4400 AV	VENT, PRESSURE VACUUM, 3IN, 8OZ	1	\$832.90	\$832.90
354-0300 AV	VENT, UPDRAFT, 3IN	2	\$66.37	\$132.74
818-0100AGEVR	CLOCK GAUGE W/STANDARD FLOAT,2IN CARB EVR APPROVED	3	\$682.75	\$2,048.25
419-03081TEVR	DROP TUBE, 3IN X 8FT, ALUMINUM	3	\$203.57	\$610.71
179MCI-0100 AC	FILL CAP, 2IN, CAST IRON, MALE	3	\$49.75	\$149.25
880-047-1	CONTROL BOX W/ RELAY, ISOTROL 1-8R 120VAC	3	\$820.08	\$2,460.24
065-160-3	RISER, 4IN, 19.5IN	3	\$167.20	\$501.60
410140-001	FINAL ASSEMBLIES, P75U1RJ1 STP	3	\$2,891.00	\$8,673.00

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

**VALVES & FITTINGS**

710SS-2200 1V	VALVE, SOLENOID, 2IN, SS WITH 120/60 AC COIL	3	\$3,388.53	\$10,165.59
076S-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 50PSI, SS	3	\$519.23	\$1,557.69
346SS-0200AV	VALVE, EXTERNAL EMR, 2IN, SS	3	\$1,885.29	\$5,655.87
691BSS0300 1V	VALVE, FULL PORT BALL, .5IN, SS,	3	\$75.15	\$225.45
691BSS0800 1V	VALVE, BALL FULL PORT, 2IN, SS	3	\$318.72	\$956.16

**MONITORING SYSTEMS**

860091-302	TLS-450PLUS, CONSOLE, DUAL USB, DUAL RS-232/RS-485	1	\$4,402.00	\$4,402.00
333545-001	APPLICATION SOFTWARE, TLS450PLUS	1	\$4,624.00	\$4,624.00
846397-304	PROBE INV ONLY HGP WATER DETECT 6 FT	3	\$2,583.00	\$7,749.00
846400-001	INSTALL KIT, MAG PLUS, DIESEL, 4IN FLT, 5FT CABLE	2	\$489.00	\$978.00
886100-000	INSTALL KIT, PHASE2 WATER DETECTOR, 4IN FLOAT, 5FT	1	\$749.00	\$749.00
312020-952	RISER CAP AND RING KIT, 4IN	3	\$314.00	\$942.00
312020-984	AST INSTALL KIT	3	\$229.00	\$687.00
794390-420	INTERSTITIAL SENSOR, STEEL TANK 4-12FT TANK	3	\$777.00	\$2,331.00
794380-208	SUMP SENSOR, PIPING, 12FT CABLE	8	\$439.00	\$3,512.00
312020-928	RISER CAP AND RING KIT, 2IN	3	\$229.00	\$687.00
330020-012	SENSOR MOUNTING KIT, UNIVERSAL	5	\$162.00	\$810.00
790091-001	OVERFILL ALARM	1	\$1,160.00	\$1,160.00
790095-001	OVERFILL ALARM ACKNOWLEDGE SWITCH	1	\$741.00	\$741.00

**ISLAND EQUIPMENT**

434-17001-AK	AST PEDESTAL BASE & 1 STABILIZER BAR	5	\$2,044.56	\$10,222.80
434CB-0200 1B	CONNECTION BOOT, 2IN	5	\$56.52	\$282.60
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	10	\$51.72	\$517.20
434CBB0001 1B	BONDER, CONNECTION BOND	12	\$63.22	\$758.64
434CBB001 1A	BOND APPLICATOR, CONNECTION BOOT	1	\$217.14	\$217.14
PG-1-Y	BOLLARD COVER, 6IN, 52IN H, YELLOW	28	\$86.32	\$2,416.96

**DISPENSING EQUIPMENT**

DISP-9853GX DFZ	REMOTE DISP SGL, FRONT LOAD	5	\$5,746.68	\$28,733.40
Z-AT0-ISSA00	9800, STAINLESS STEEL, ALL PANELS	5	\$966.89	\$4,834.45
Z-AT0-APULID	PULSE OUTPUT, DUAL CHANNEL DUAL PULSE	5	\$844.26	\$4,221.30
Z-AT0-GEMT0G	TOTALIZER, ELEC, MECH, ACCUM, PER HOSE	5	\$331.64	\$1,658.20
FREIGHT	FREIGHT ON DISPENSERS	5	\$331.64	\$1,658.20

**FUEL MANAGEMENT SYSTEMS**

191F0235-20	TANK MONITOR INTERFACE	1	\$685.44	\$685.44
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F2	1	\$11,980.80	\$11,980.80
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F4	1	\$12,197.76	\$12,197.76
CUSTOM COMMERCIAL EQ	SUBSCRIPTION PRICE FOR FMLIVE SERVICES	1	\$5,238.67	\$5,238.67
CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$978.00	\$978.00

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$3,133.33	\$3,133.33
FREIGHT	FREIGHT ON FMS	1	\$586.67	\$586.67

**CANOPY**

CUSTOM COMMERCIAL EQ	CONVENTIONAL CANOPY	1	\$98,000.00	\$98,000.00
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**MISCELLANEOUS EQUIPMENT**

CHPC-10-RD	EXTINGUISHER CABINET 10LB-RED	2	\$91.98	\$183.96
NG-97SEI	DECAL, 4IN X 24IN ALUM FIRE EXTINGUISHER	2	\$45.76	\$91.52
A61B456	10 LB. ABC STEEL FIRE EXTINGUISHER	2	\$113.40	\$226.80
TD-24	DECAL, DIAMOND FLAMMABLE	4	\$3.25	\$13.00
PID-239	DECAL, UNLEADED, 3X 12, WHITE	4	\$3.22	\$12.88
PID-248	DECAL, NO SMOKING, 3 X 12, WHITE	12	\$3.22	\$38.64
TD-30-130L	NFPA DIAMOND DECAL FOR GASOLINE	4	\$3.77	\$15.08
PID-203	WARNING NO SMOKING - STOP ENGINE DECAL	12	\$4.00	\$48.00
PID-226	SIGN, E-SHUTOFF SWITCH, ALUMINUM	2	\$37.50	\$75.00
TD-24	DECAL, DIAMOND FLAMMABLE	8	\$3.25	\$26.00
PID-220	DECAL, DIESEL, 3IN X 12IN	4	\$3.22	\$12.88
PID-231	DECAL, OFF ROAD DIESEL	4	\$3.22	\$12.88
TD-30-120L	NFPA DIAMOND DECAL HAZMAT	8	\$9.88	\$79.04
FREIGHT	FREIGHT ON EQUIPMENT	1	\$5,331.25	\$5,331.25
FREIGHT	FREIGHT ON PETROLEUM EQUIPMENT	1	\$4,012.50	\$4,012.50
QUO-SALES	ENGINEERING DRAWINGS	1	\$8,125.00	\$8,125.00

**INSTALLATION**

INSTALL LABOR	INSTALLATION	1	\$505,525.37	\$505,525.37
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**SERVICE TRAINING & STARTUP**

SERVICE TECH	SERVICE STARTUP & TRAINING	1	\$9,000.00	\$9,000.00
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<b>EQUIPMENT:</b>	<b>412,553.65</b>
<b>SALES TAX:</b>	<b>62,489.58</b>
<b>FREIGHT:</b>	<b>13,463.62</b>
<b>INSTALLATION:</b>	<b>505,525.37</b>
<b>SERVICE:</b>	<b>9,000.00</b>
<b>TOTAL AMOUNT:</b>	<b>1,003,032.22</b>

This proposal includes estimated applicable taxes

Previous bid with DEF tank = \$ 1,003,032.22  
R1 Bid without DEF = \$974,165.32  
DEDUCT for DEF Tank = \$ - 28,866.90

**SCOPE OF WORK**

COMMERICAL SCOPE OF WORK

- Provide the Customer with a detailed Construction schedule.
- Hold an office Pre-Con meeting prior to ordering the equipment to verify quantities and sizes
- Obtain State Department of Environmental Protection & Local Fire Marshall Permits for all work performed by JF Petroleum Group
- Mobilize to the job site.

ABOVEGROUND STORAGE TANK SCOPE OF WORK:

Pour Concrete Pad under the Tanks to the following spec: 4000 PSI Air Entrained  
Lgth: 58'

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Width: 17' 10"

Thickness: 8"

#4 Rebar, 12" On Center Each Way (O.C.E.W.)

Provide Pipe Bollards as listed below at the aboveground tank(s)

28 6" Concrete Filled

Off-load and test the tanks in accordance with the Manufacturer's Installation Instructions.

Anchor the Aboveground Storage Tanks (AST's) to the Concrete Pad

Provide Grounding for the ASTs

Install the Following Climbing Device:

OSHA Steps, Handrail and Platform

Install a 3" Remote Fill Line With Remote Spill Cabinet, Overfill Prevention Valve, Accessories and Necessary Piping Supports

Install a 3" Top Fill with Spill Container, Overfill Prevention Valve and Accessories

Install a Level Gauges on Tanks Visible from the Fill Connections

Install an Atmospheric Vent Risers with Proper Sized Cap

Install Emergency Vents on Primary and/or Secondary Tanks

Install Level Sensors, Probes, and Switches.

Provide a Post-Mount for Tank Alarm Console Panel

Install Overfill Prevention Drop Tubes

Install 4" Risers for Tank Monitoring System and Cover with 18" Manholes

Install Dispenser Sumps with Associated Brackets and Valves.

Install Submersible Pumps with Valves

Install the Following for Anti-Syphon Protection

Electric Anti-Syphon Valve

Aboveground Welded Steel Piping: STAINLESS STEEL

Install a 2" Single Wall Vent Line on the Diesel Tanks

Install a 2" Single Wall Vent Line on the Gasoline Tank

Perform the Following Test:

Pressurize Product Lines to 50 PSI and Perform Soap Test

Install the Following Equipment:

Fuel Management System

Tank Monitor System

Canopy Columns

Dispensers

Furnish and Install Conduit & Pull Wiring as Follows: GC TO INSTALL BREAKERS, PANEL, WIRING TROUGH, CONDUITS 10 OUTSIDE BLDG, CONTACTOR

Submersible Pump(s)

Dispenser(s)

Tank Monitor System

Fuel Management System

Overfill Alarm System

In-Tank Level Probe(s)

Sump Sensor(s)

Interstitial Sensor(s)

Canopy Lights

Emergency Stop Button

Communication for Island Controller(s)

Pipe the Canopy Drains Through the ends of the Island(s)

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Pour concrete pad under the Canopy to the following spec. : 4000 PSI air entrained  
Lgth: 60 Width: 48 Thickness: 8" Reinforced: #4 REBAR 18" OCEW

Install the following pipe identification(s)

Product Identification Markers

Owner to provide all fuel for the new tank system(s)

Install the following safety equipment:

Fire extinguisher and Cabinet

Overfill alarm sign

No smoking/stop engine sign

"Product Description" Decals on tank

"No Smoking" Decals on Tank

NFPA Hazard Placard as per NFPA-407

Clean our debris from the job site.

Calibrate the dispenser/suction pump meters

Test all equipment supplied by JF Petroleum Group for proper operation.

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

Provide Red-Line "As-Built" Drawings after the Job is completed.

Provide a "Close Out Book" complete with Photos, Inspection reports & building permits

#### GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and include applicable sales tax or use tax.

JF Petroleum Group requires that a pre-job conference be held prior to construction. All parties involved in this project are requested to attend as a means of ensuring job quality and timely completion.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

#### OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Site being prepared to proper sub-grade elevation, including concrete and asphalt removal, prior to our arrival on the job site.

Others to furnish and install an adequately sized electrical panel with breakers and to "rough out" rigid steel conduits 10' outside the building in the direction of the equipment it feeds with no 90 degree bends except where turning under the slab below the panel and terminate the conduits with sealoffs into a 6" x 6" wiring trough and connect wiring trough to the panel with a steel nipple.

Others to furnished an adequately sized electrical panel.

#### THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Painting

Asphalt work.

Site preparation.

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Geotechnical/Environmental services

Fuel for the new system.

Additional work not stated above

**TERMS & CONDITIONS**

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written ) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JF CONSTRUCTION SERVICES. For purposes hereof, the terms "we", "us" and "JF CONSTRUCTION SERVICES" shall mean

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF CONSTRUCTION SERVICES EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF CONSTRUCTION SERVICES'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF CONSTRUCTION SERVICES WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF CONSTRUCTION SERVICES a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF CONSTRUCTION SERVICES has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF CONSTRUCTION SERVICES prior to delivery of equipment and merchandise. Customer agrees that, if required by JF CONSTRUCTION SERVICES to do so, it will obtain the execution of any document necessary to perfect said security interest in any

equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF CONSTRUCTION SERVICES

the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF CONSTRUCTION SERVICES shall not be responsible for

loss or damage to equipment or merchandise while in transit on any carrier not owned by JF CONSTRUCTION SERVICES.

Any claim made for such loss or damage shall be made by Customer against the carrier.

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF CONSTRUCTION SERVICES

shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF CONSTRUCTION SERVICES. To the extent there is such delay or suspension resulting in increased cost or

expense to us, JF CONSTRUCTION SERVICES shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF CONSTRUCTION SERVICES will be entitled to an adjustment in compensation for any changes that is

performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF CONSTRUCTION SERVICES because they are not being installed by JF CONSTRUCTION SERVICES, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be

required. JF CONSTRUCTION SERVICES will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF CONSTRUCTION SERVICES will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF CONSTRUCTION SERVICES Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF CONSTRUCTION SERVICES without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices increase at any time due to circumstances beyond JF CONSTRUCTION SERVICESs control, such increase shall be added to the quote, contract price and/or

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

invoiced amount associated with this proposal. JF CONSTRUCTION SERVICES shall itemize such increases upon receipt of a signed order.

If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF CONSTRUCTION SERVICES reserves the right to approve the credit of all Customers. To Customers with approved credit, JF CONSTRUCTION SERVICES offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF CONSTRUCTION SERVICES shall notify Customer of that fact within 21 days after receipt of a

signed Order. In such event, JF CONSTRUCTION SERVICES reserves the right to require, at its option, a substantial deposit, or such

other payment arrangements as shall be acceptable to JF CONSTRUCTION SERVICES. Customer's failure to comply with such payment arrangements shall give JF CONSTRUCTION SERVICES the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. \_\_\_\_\_.

Bill & Hold is a service offering JF CONSTRUCTION SERVICES will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF CONSTRUCTION SERVICES will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF CONSTRUCTION SERVICES will have no entitlement to the products in Bill & Hold.

**ACCEPTANCE**

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

JF CONSTRUCTION SERVICES Acceptance

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

## **Enhanced Quality Products Bay Laurel Center Fueling Station**

JF Petroleum Group Strives to give a quality product that will withstand the elements by utilizing the following Quality Products for long term cost control measures.

1. We provide all stainless-steel parts where available.
2. We provided in this proposal stainless-steel piping for low maintenance. No painting necessary.
3. Our piping will be welded not screwed pipe that will eventually have leaks
4. The canopy shown on plans does not leave enough overhang. VE option provided.
  - a. New canopy size to be 42 x 64.
5. Steel Package on canopy is galvanized for longer life against rusting
6. Bollards are galvanized for longer life against rusting.
7. Gasboy dispensers can carry up to a five-year warranty if accepted.
  - a. Cost of warranty is 575.00 per dispenser per year for (4) additional years

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Fueling Station**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

Bid Package No: **02**

**Bidder Information:**

Company: IF Acquisition LLC DBA IF Petroleum Group  
 Contact Name: TIM COMBS Title: SALES DIRECTOR  
 Address: 100 PERIMETER PARK DRIVE SUITE H MORRISVILLE, NC 27560  
 Phone Number: 904-294-0299 Email: TIM.COMBS@IFPETROGROUP.COM

Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):

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

**Bidder's Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/24</u>	No.: <u>2</u>	Addendum Date: <u>2/9/26</u>
No.: <u>3</u>	Addendum Date: <u>2/9/26</u>	No.: <u>4</u>	Addendum Date: <u>3/2/26</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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Complete Operational Diesel, Off-Road Diesel and Gasoline Fueling System	1	LS	\$	\$ 974,165. <sup>32</sup>
2.	Payment & Performance Bond Rate	1	LS	%	\$ 21,431.63
<b>Total Bid:</b>					\$ 995,596.95

**ALTERNATES (Optional)**

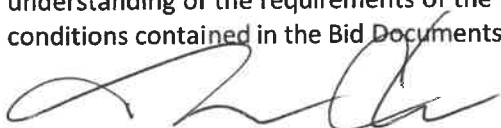
Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	CANOPY ADDITION	1	LS	\$ 27,666.56	\$ 27,666.56
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Fuel System Submittal Package	45
2.	Lead Time for Mobilization	120 *

\* SUBJECT TO CHANGES based on tank LEAD Time.

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.


Jim Combs SALES DIRECTOR
3/3/26  
 \_\_\_\_\_  
 Signature Print Name / Title Date

- DIV 26 will provide the electrical LFS power panel for the fueling station and be responsible for complying with Spec section 26 05-73.
- We are recommending the Fueling system subcontractor be responsible for locating the EPO button by the LFS power panel to comply with the required distances from the fuel island.

3970 Pipkin Rd S, Lakeland, FL 33811

**No. QUO-0327789**

**Sales Person :** Tim Combs  
E-Mail: tim.combs@jfpetrogroup.com

**Revision: 2**  
**Date: 2/25/2026**

**Sold to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Ship to:** WHARTON-SMITH, INC.  
750 MONROE RD  
SANFORD, FL 32771-8877

**Dispenser Terms:** Net 10 Days \_\_\_\_\_ (Initial Here)

**Requested Delivery Date:**

**Other Terms:** Net 30 Days

**PO:**

**Ship by:**

**Comments**

PROPOSAL FOR 30% DRAWINGS

No.	Description	Qty.	Unit Price	Amount
<b>TANKS</b>				
TANK-STEEL-FIRERATED	8,000-GALLON AST WITH CATWALK	1	\$109,008.75	\$109,008.75
<b>TANK TOP EQUIPMENT</b>				
715-TT3-3MBB-0	FILL BOX, 3IN, 10 GAL, W 90 MALE QUICK DISCONNECT	3	\$3,197.52	\$9,592.56
715-VR30 AK	ADAPTER, VAPOR RECOVERY KIT, 3IN W/CAP,	1	\$468.94	\$468.94
715-S400 AS	4 LEG STAND FOR MODEL 715 10 GALLON FILL BOX	3	\$681.63	\$2,044.89
9095AA-3300 AVEVR	VALVE, AST OVERFILL PREVENTION, 3IN, AL	3	\$1,751.30	\$5,253.90
9095ATM0100-AM	MANUAL TEST MECHANISM 9095A, B & AA, 2IN & 3IN	3	\$164.43	\$493.29
748A-4400 AV	VENT, PRESSURE VACUUM, 3IN, 8OZ	1	\$832.90	\$832.90
354-0300 AV	VENT, UPDRAFT, 3IN	2	\$66.37	\$132.74
818-0100AGEVR	CLOCK GAUGE W/STANDARD FLOAT,2IN CARB EVR APPROVED	3	\$682.75	\$2,048.25
419-03081TEVR	DROP TUBE, 3IN X 8FT, ALUMINUM	3	\$203.57	\$610.71
179MCI-0100 AC	FILL CAP, 2IN, CAST IRON, MALE	3	\$49.75	\$149.25
880-047-1	CONTROL BOX W/ RELAY, ISOTROL 1-8R 120VAC	3	\$820.08	\$2,460.24
065-160-3	RISER, 4IN, 19.5IN	3	\$167.20	\$501.60
410140-001	FINAL ASSEMBLIES, P75U1RJ1 STP	3	\$2,891.00	\$8,673.00
<b>VALVES &amp; FITTINGS</b>				
710SS-2200 1V	VALVE, SOLENOID, 2IN, SS WITH 120/60 AC COIL	3	\$3,388.53	\$10,165.59

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076S-0200 AV	VALVE, PRESSURE RELIEF, .5IN, 50PSI, SS	3	\$519.23	\$1,557.69
346SS-0200AV	VALVE, EXTERNAL EMR, 2IN, SS	3	\$1,885.29	\$5,655.87
691BSS0300 1V	VALVE, FULL PORT BALL, .5IN, SS,	3	\$75.15	\$225.45
691BSS0800 1V	VALVE, BALL FULL PORT, 2IN, SS	3	\$318.72	\$956.16

### MONITORING SYSTEMS

860091-302	TLS-450PLUS, CONSOLE, DUAL USB, DUAL RS-232/RS-485	1	\$4,402.00	\$4,402.00
333545-001	APPLICATION SOFTWARE, TLS450PLUS	1	\$4,624.00	\$4,624.00
846397-304	PROBE INV ONLY HGP WATER DETECT 6 FT	3	\$2,583.00	\$7,749.00
846400-001	INSTALL KIT, MAG PLUS, DIESEL, 4IN FLT, 5FT CABLE	2	\$489.00	\$978.00
886100-000	INSTALL KIT, PHASE2 WATER DETECTOR, 4IN FLOAT, 5FT	1	\$749.00	\$749.00
312020-952	RISER CAP AND RING KIT, 4IN	3	\$314.00	\$942.00
312020-984	AST INSTALL KIT	3	\$229.00	\$687.00
794390-420	INTERSTITIAL SENSOR, STEEL TANK 4-12FT TANK	3	\$777.00	\$2,331.00
794380-208	SUMP SENSOR, PIPING, 12FT CABLE	8	\$439.00	\$3,512.00
312020-928	RISER CAP AND RING KIT, 2IN	3	\$229.00	\$687.00
330020-012	SENSOR MOUNTING KIT, UNIVERSAL	5	\$162.00	\$810.00
790091-001	OVERFILL ALARM	1	\$1,160.00	\$1,160.00
790095-001	OVERFILL ALARM ACKNOWLEDGE SWITCH	1	\$741.00	\$741.00

### ISLAND EQUIPMENT

434-17001-AK	AST PEDESTAL BASE & 1 STABILIZER BAR	5	\$2,044.56	\$10,222.80
434CB-0200 1B	CONNECTION BOOT, 2IN	5	\$56.52	\$282.60
434CB-0075 1B	CONNECTION BOOT, 3/4 IN	10	\$51.72	\$517.20
434CBB0001 1B	BONDER, CONNECTION BOND	12	\$63.22	\$758.64
434CBB0001 1A	BOND APPLICATOR, CONNECTION BOOT	1	\$217.14	\$217.14
PG-1-Y	BOLLARD COVER, 6IN, 52IN H, YELLOW	28	\$86.32	\$2,416.96

### DISPENSING EQUIPMENT

DISP-9853GX DFZ	REMOTE DISP SGL, FRONT LOAD	5	\$5,746.68	\$28,733.40
Z-AT0-ISSA00	9800, STAINLESS STEEL, ALL PANELS	5	\$966.89	\$4,834.45
Z-AT0-APULID	PULSE OUTPUT, DUAL CHANNEL DUAL PULSE	5	\$844.26	\$4,221.30
Z-AT0-GEMT0G	TOTALIZER, ELEC, MECH, ACCUM, PER HOSE	5	\$331.64	\$1,658.20
FREIGHT	FREIGHT ON DISPENSERS	5	\$331.64	\$1,658.20

### FUEL MANAGEMENT SYSTEMS

191F0235-20	TANK MONITOR INTERFACE	1	\$685.44	\$685.44
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F2	1	\$11,980.80	\$11,980.80
CUSTOM COMMERCIAL EQ	FMLIVE, CELL, PROKEE, MAGSTRIPE FMU5730-F4	1	\$12,197.76	\$12,197.76
CUSTOM COMMERCIAL EQ	SUBSCRIPTION PRICE FOR FMLIVE SERVICES	1	\$5,238.67	\$5,238.67
CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$978.00	\$978.00
CUSTOM COMMERCIAL EQ	FMLIVE PROJECT MANAGEMENT	1	\$3,133.33	\$3,133.33
FREIGHT	FREIGHT ON FMS	1	\$586.67	\$586.67

### CANOPY

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CUSTOM COMMERCIAL EQ	CONVENTIONAL CANOPY	1	\$98,000.00	\$98,000.00
<b>MISCELLANEOUS EQUIPMENT</b>				
CHPC-10-RD	EXTINGUISHER CABINET 10LB-RED	2	\$91.98	\$183.96
NG-97SEI	DECAL, 4IN X 24IN ALUM FIRE EXTINGUISHER	2	\$45.76	\$91.52
A61B456	10 LB. ABC STEEL FIRE EXTINGUISHER	2	\$113.40	\$226.80
TD-24	DECAL, DIAMOND FLAMMABLE	4	\$3.25	\$13.00
PID-239	DECAL, UNLEADED, 3X 12, WHITE	4	\$3.22	\$12.88
PID-248	DECAL, NO SMOKING, 3 X 12, WHITE	12	\$3.22	\$38.64
TD-30-130L	NFPA DIAMOND DECAL FOR GASOLINE	4	\$3.77	\$15.08
PID-203	WARNING NO SMOKING - STOP ENGINE DECAL	12	\$4.00	\$48.00
PID-226	SIGN, E-SHUTOFF SWITCH, ALUMINUM	2	\$37.50	\$75.00
TD-24	DECAL, DIAMOND FLAMMABLE	8	\$3.25	\$26.00
PID-220	DECAL, DIESEL, 3IN X 12IN	4	\$3.22	\$12.88
PID-231	DECAL, OFF ROAD DIESEL	4	\$3.22	\$12.88
TD-30-120L	NFPA DIAMOND DECAL HAZMAT	8	\$9.88	\$79.04
FREIGHT	FREIGHT ON EQUIPMENT	1	\$5,331.25	\$5,331.25
FREIGHT	FREIGHT ON PETROLEUM EQUIPMENT	1	\$4,012.50	\$4,012.50
QUO-SALES	ENGINEERING DRAWINGS	1	\$8,125.00	\$8,125.00

<b>INSTALLATION</b>				
INSTALL LABOR	INSTALLATION	1	\$507,403.26	\$507,403.26

<b>SERVICE TRAINING &amp; STARTUP</b>				
SERVICE TECH	SERVICE STARTUP & TRAINING	1	\$9,000.00	\$9,000.00

<b>EQUIPMENT:</b>	<b>385,241.15</b>
<b>SALES TAX:</b>	<b>60,932.29</b>
<b>FREIGHT:</b>	<b>11,588.62</b>
<b>INSTALLATION:</b>	<b>507,403.26</b>
<b>SERVICE:</b>	<b>9,000.00</b>
<b>TOTAL AMOUNT:</b>	<b>974,165.32</b>

This proposal includes estimated applicable taxes

**SCOPE OF WORK**

COMMERICAL SCOPE OF WORK

- Provide the Customer with a detailed Construction schedule.
- Hold an office Pre-Con meeting prior to ordering the equipment to verify quantities and sizes
- Obtain State Department of Environmental Protection & Local Fire Marshall Permits for all work performed by JF Petroleum Group
- Mobilize to the job site.

ABOVEGROUND STORAGE TANK SCOPE OF WORK:

- Pour Concrete Pad under the Tanks to the following spec: 4000 PSI Air Entrained
- Lgth: 58'
- Width: 17' 10"
- Thickness: 8"
- #4 Rebar, 12" On Center Each Way (O.C.E.W.)

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Provide Pipe Bollards as listed below at the aboveground tank(s)

28 6" Concrete Filled

Off-load and test the tanks in accordance with the Manufacturer's Installation Instructions.

Anchor the Aboveground Storage Tanks (AST's) to the Concrete Pad

Provide Grounding for the ASTs

Install the Following Climbing Device:

OSHA Steps, Handrail and Platform

Install a 3" Remote Fill Line With Remote Spill Cabinet, Overfill Prevention Valve, Accessories and Necessary Piping Supports

Install a 3" Top Fill with Spill Container, Overfill Prevention Valve and Accessories

Install a Level Gauges on Tanks Visible from the Fill Connections

Install an Atmospheric Vent Risers with Proper Sized Cap

Install Emergency Vents on Primary and/or Secondary Tanks

Install Level Sensors, Probes, and Switches.

Provide a Post-Mount for Tank Alarm Console Panel

Install Overfill Prevention Drop Tubes

Install 4" Risers for Tank Monitoring System and Cover with 18" Manholes

Install Dispenser Sumps with Associated Brackets and Valves.

Install Submersible Pumps with Valves

Install the Following for Anti-Syphon Protection

Electric Anti-Syphon Valve

Aboveground Welded Steel Piping: STAINLESS STEEL

Install a 2" Single Wall Vent Line on the Diesel Tanks

Install a 2" Single Wall Vent Line on the Gasoline Tank

Perform the Following Test:

Pressurize Product Lines to 50 PSI and Perform Soap Test

Install the Following Equipment:

Fuel Management System

Tank Monitor System

Canopy Columns

Dispensers

Furnish and Install Conduit & Pull Wiring as Follows: GC TO INSTALL BREAKERS, PANEL, WIRING TROUGH, CONDUITS 10 OUTSIDE BLDG, CONTACTOR

Submersible Pump(s)

Dispenser(s)

Tank Monitor System

Fuel Management System

Overfill Alarm System

In-Tank Level Probe(s)

Sump Sensor(s)

Interstitial Sensor(s)

Canopy Lights

Emergency Stop Button

Communication for Island Controller(s)

Pipe the Canopy Drains Through the ends of the Island(s)

Pour concrete pad under the Canopy to the following spec. : 4000 PSI air entrained

Lgth: 60 Width: 48 Thickness: 8" Reinforced: #4 REBAR 18" OCEW

Install the following pipe identification(s)

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Product Identification Markers

Owner to provide all fuel for the new tank system(s)

Install the following safety equipment:

Fire extinguisher and Cabinet

Overfill alarm sign

No smoking/stop engine sign

"Product Description" Decals on tank

"No Smoking" Decals on Tank

NFPA Hazard Placard as per NFPA-407

Clean our debris from the job site.

Calibrate the dispenser/suction pump meters

Test all equipment supplied by JF Petroleum Group for proper operation.

Instruct customer's personnel in the proper operation of the equipment supplied by JF Petroleum Group.

Provide Red-Line "As-Built" Drawings after the Job is completed.

Provide a "Close Out Book" complete with Photos, Inspection reports & building permits

GENERAL CONDITIONS:

The above prices are quoted F.O.B. destination and include applicable sales tax or use tax.

JF Petroleum Group requires that a pre-job conference be held prior to construction. All parties involved in this project are requested to attend as a means of ensuring job quality and timely completion.

JF Petroleum Group carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Site being prepared to proper sub-grade elevation, including concrete and asphalt removal, prior to our arrival on the job site.

Others to furnish and install an adequately sized electrical panel with breakers and to "rough out" rigid steel conduits 10' outside the building in the direction of the equipment it feeds with no 90 degree bends except where turning under the slab below the panel and terminate the conduits with sealoffs into a 6" x 6" wiring trough and connect wiring trough to the panel with a steel nipple.

Others to furnished an adequately sized electrical panel.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Painting

Asphalt work.

Site preparation.

Geotechnical/Environmental services

Fuel for the new system.

Additional work not stated above

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

**TERMS & CONDITIONS**

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written ) on customer’s purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JF CONSTRUCTION SERVICES. For purposes hereof, the terms “we”, “us” and “JF CONSTRUCTION SERVICES” shall mean

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF CONSTRUCTION SERVICES EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF CONSTRUCTION SERVICES’S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF CONSTRUCTION SERVICES WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF CONSTRUCTION SERVICES a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF CONSTRUCTION SERVICES has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF CONSTRUCTION SERVICES prior to delivery of equipment and merchandise. Customer agrees that, if required by JF CONSTRUCTION SERVICES to do so, it will obtain the execution of any document necessary to perfect said security interest in any

equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer’s failure to comply with the terms hereof shall give JF CONSTRUCTION SERVICES

the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF CONSTRUCTION SERVICES shall not be responsible for

loss or damage to equipment or merchandise while in transit on any carrier not owned by JF CONSTRUCTION SERVICES.

Any claim made for such loss or damage shall be made by Customer against the carrier.

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF CONSTRUCTION SERVICES

shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

beyond the control of JF CONSTRUCTION SERVICES. To the extent there is such delay or suspension resulting in increased cost or

expense to us, JF CONSTRUCTION SERVICES shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF CONSTRUCTION SERVICES will be entitled to an adjustment in compensation for any changes that is

performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF CONSTRUCTION SERVICES because they are not being installed by JF CONSTRUCTION SERVICES, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be

required. JF CONSTRUCTION SERVICES will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF CONSTRUCTION SERVICES will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply.

After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF CONSTRUCTION SERVICES Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form.

Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF CONSTRUCTION SERVICES without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices increase at any time due to circumstances beyond JF CONSTRUCTION SERVICESs control, such increase shall be added to the quote, contract price and/or

invoiced amount associated with this proposal. JF CONSTRUCTION SERVICES shall itemize such increases upon receipt of a signed order.

If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF CONSTRUCTION SERVICES reserves the right to approve the credit of all Customers. To Customers with approved credit, JF CONSTRUCTION SERVICES offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF CONSTRUCTION SERVICES shall notify Customer of that fact within 21 days after receipt of a

signed Order. In such event, JF CONSTRUCTION SERVICES reserves the right to require, at its option, a substantial deposit, or such

other payment arrangements as shall be acceptable to JF CONSTRUCTION SERVICES. Customer's failure to comply with such payment arrangements shall give JF CONSTRUCTION SERVICES the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. \_\_\_\_\_.

Bill & Hold is a service offering JF CONSTRUCTION SERVICES will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF CONSTRUCTION SERVICES will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF CONSTRUCTION SERVICES will have no entitlement to the products in Bill & Hold.

**ACCEPTANCE**

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

JF CONSTRUCTION SERVICES Acceptance

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_

Customer Initials \_\_\_\_\_

JF CONSTRUCTION SERVICES Initials \_\_\_\_\_

Date: \_\_\_\_\_

Customer Initials \_\_\_\_\_ JF CONSTRUCTION SERVICES Initials \_\_\_\_\_



Project : BLCCDD Utility Operations Facility
Bid Package : Fueling Station
To : Ashley Goldberg
Wharton-Smith, Inc.
camest@whartonsmith.com

Bid Package No: 02

Bidder Information:

Company: Andrew Bell, Inc.
Contact Name: Andrew Bell Title: President
Address: 119 Bay Street Ocoee, FL 34761
Phone Number: 407-408-7237 Email: andrew@andrewbellinc.com

Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):

- Checklist items: Bid Form (checked), Licenses, Proof of Bonding Capability, Certificate of Insurance, Bid Schedule, Sanctions and Litigation, Value Engineering Proposal (checked), Clarifications

Bidder’s Acknowledgements:

- 1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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.: 1 Addendum Date: 01/30/26 No.: 2 Addendum Date: 02/06/26
No.: 3 Addendum Date: 02/09/26
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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Complete Operational Diesel, Off-Road Diesel and Gasoline Fueling System	1	LS	\$	\$ 375,480.00
2.	Payment & Performance Bond Rate	1	LS	% 3%	\$ 11,264.00
				<b>Total Bid:</b>	\$ 386,744.00

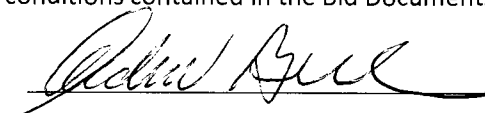
**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Fuel System Submittal Package	14 days
2.	Lead Time for Mobilization	14 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.


Andrew Bell / President
02/11/26  
 Signature Print Name / Title Date

State Certified  
PC C048399

Installation  
Tank Removal

**ANDREW BELL, INC.**

P.O. Box 809  
Ocoee, Florida 34761-0809  
Phone: 407-877-8892 Fax: 407-656-8089

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Proposal-Contract No. 263583

February 9, 2026

Re: Bay Laurel Center CDD Utility Operations Facility  
9850 SW 84<sup>th</sup> Court  
Ocala, FL 33481

Attention: Estimating

Andrew Bell, Inc. is pleased to provide a proposal for the above referenced location:

Furnish and Install:

Permit (Owner to furnish site plan.)

(1) 8,000-gallon 3 compartment tank

(3) 1-1/2 h.p STPs

(3) Ground level fills

(3) Overfill valves

(5) Dispensers

TLS 450 with (3) tank probes

(1) 500 DEF Tank with self-contained pump

2" Fuel Oil Supply line


(3) Mechanical Line Leak detectors

Card Reader

(3) Pump Controllers

Total: \$375,480.00

Respectfully submitted



Note: this proposal-contract may be withdrawn if not accepted within 30 days

**Bid Evaluation and Comparison Sheet**

Bid Package #: **3**  
 Bid Package Name: **Electrical Equipment**  
 Project Name: **Bay Laurel Utilities Operations Center - Early Work**  
 Owner: **Bay Laurel Center CDD**  
 Bid Date: **02/11/26**

[Pricing Summary](#)     
 [Pricing Summary](#)     
 [Pricing Summary](#)

ESI Greg Kirk (352) 787-1322 (352) 504-1022 gkirk@electric-services.com	Ciraco Brandon Ciraco/Kalen Preston (352) 266-3971 brandon@ciracoelectric.com	Mid State Electric of Ocala Inc BJ Hammett/John Patty (352) 622-3208 bjhammett@midstateelectric.net	Terry's Electric Daniel Preast/Yuli Sanchez (407) 572-2168 dpreast@terryselectric.com	Bright Future Electric Andrew Heintzelman (407) 654-0155 Andrew.Heintzelman@brifutelectric.com	Kalos Services, Inc Philip Bar (352) 243-7099 phil@kalosflorida.com	Vintage Electric Inc. Chancey Padgett 352-318-8769 Chancey@vintageelectric.net	Coranet Corp (Requested Access) John Carlos Mouw 305-798-4554 jcmouw@coranet.com	
<b>Total Adjusted Bid:</b>		\$ 281,116.75	\$ 306,630.00	\$ 1,565,200.00	<b>NO BID</b>	<b>DECLINED BID</b>	<b>DECLINED BID</b>	<b>DECLINED BID</b>

Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.	Main Electrical Distribution Switchboards & Diesel Generator Set	1	LS	\$ 278,333.75	\$ 278,333.75	\$ 300,617.00	\$ 300,617.00	\$ 1,545,200.00	\$ 1,545,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.	Payment & Performance Bond	1	LS	\$ 2,783.00	\$ 2,783.00	\$ 6,013.00	\$ 6,013.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Item No:	Brief Description	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.	Please refer to Bid Form	1	LS	\$ -	\$ -	\$ (50,000.00)	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2.	Please refer to Bid Form	1	LS	\$ -	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Base Bid Subtotal:</b>				\$ 281,116.75		\$ 306,630.00		\$ 1,565,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	
<b>Bid Alternate Total:</b>				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
<b>Total Bid:</b>				\$ 281,116.75		\$ 306,630.00		\$ 1,565,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	

Item No:	Scheduled Lead Times for Deliverables and Construction	Calendar Days to Complete	Calendar Days to Complete	Calendar Days to Complete	Calendar Days to Complete	Calendar Days to Complete	Calendar Days to Complete	Calendar Days to Complete	Calendar Days to Complete
1.	MDP Switchboard & Diesel Generator Set Submittal Package	Gen: 22 Weeks; ATS: 23 Weeks	4-6 Weeks	20 Days					
2.	Lead Time for Mobilization	5 Days	1 Week	15 Days					

Notes	Submitted revised bid (Add 4)	Submitted revised bid (Add 4)	Submitted revised bid (Add 4)
	No change from original quote	CAT Generator Base Bid	CAT Generator Base Bid
	CAT Generator Alt. Carried	Alternate of -50k is for Generac Generator	

Item No:	Value Engineering	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.		1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Value Engineering Items:</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Bid Review Corrections / Adjustments:</b>				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Adjusted Bid:</b>				\$ 281,116.75		\$ 306,630.00		\$ 1,565,200.00		\$ -		\$ -		\$ -		\$ -		\$ -	

Recommend *Electrical Services Inc.* as the lowest responsive bidder.

Project : BLCCDD Utility Operations Facility

Bid Package No: **03**

Bid Package : **Electrical**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Electric Services Inc  
 Contact Name: Logan Anderson Title: Project Estimator  
 Address: 1746 U.S. HWY 441 Leesburg Fl, 34748  
 Phone Number: (352) 408-5119 Email: Landerson@electric-services.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/2026</u>	No.: <u>3</u>	Addendum Date: <u>2/09/2026</u>
No.: <u>2</u>	Addendum Date: <u>2/06/2026</u>	No.: _____	Addendum Date: _____
- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Generac (not preferred)

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Main Electrical Distribution Switchboards & Diesel Generator Set	1	LS	\$ 241,700.00	\$ 241,700.00
2.	Payment & Performance Bond Rate	1	LS	% 1	\$ 2,417.00
				<b>Total Bid:</b>	\$ 244,117.00

**ALTERNATES (Optional)**

Caterpillar

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Ring Power Gen Set (owner preferred)	1	LS	\$ 258,752.75	\$ 258,752.75
2.	Sq-D Main Distribution Panel	1	LS	\$ 19,581.00	\$ 19,581.00

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	GEN: 22 Weeks    ATS: 23 Weeks
2.	Lead Time for Mobilization	5 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

Logan Anderson/Project Estimator  
 Print Name / Title

02/11/2026  
 Date



# *Electric Services, Inc.*

INDUSTRIAL COMMERCIAL ELECTRICAL CONTRACTORS & ENGINEERS  
**EC#0001415 / EC#13004103 / CA#9435**  
**1746 US Hwy 441 / Leesburg, FL 34748-7055**  
**Telephone (352) 787-1322 / Fax (352) 787-7871**

January 11, 2026

## **Wharton-Smith Inc**

750 Monroe Road  
Lake Monroe, FL 32747  
Attn: Ashley Goldberg  
407-448-7953 Fax: 407-330-1092

Project: Bay Laurel Center CDD Utility Operations Facility – 03 – Early Electrical Equipment  
Division 26 Electrical Scope

Dear Ashley:

Electric Services, Inc. is pleased to offer the following proposal for the above referenced project. Electric Services will supply all Electrical equipment, and labor necessary for a complete electrical early gear procurement as outlined in the documents provided – Scope of Work, Bid Manual, 60P Specifications and Drawings – Provided by TLC Engineering Solutions and JL2 Architecture.

### **Included in Scope of Work:**

- Provide, and Set 250kW Generator with Fuel Tank.
- Provide Generator Docking Station 1000A NEMA3R W/SPD.
- Provide Automatic Transfer Switch 1000A NEMA3R W/SPD.
- Provide Main Distribution Panel.
- Installation of stairs provided by generator supplier.
- Coordination of generator layout, clearances, placement.
- Generator Warranty as specified in specifications.
- System Study.
- O&M Manuals.
- Start up and Commissioning.
- Training.
- Delivery/Setting of Generator Set.
- Crane Services.
- Generator Warranty.
- Submittals/Shop drawings on Generator package.
- Submittals/Shop drawings on Early Electrical Gear Package.



January 11, 2026

Project: Bay Laurel Center CDD Utility Operations Facility – 03 – Early Electrical Equipment  
Division 26 Electrical Scope

**Not Included in Scope of Work:**

- Concrete Generator Pad by others.
- Installation of ATS by others.
- Installation of Gen D.S. by others.
- Installation of MDP by others.
- Lightning Protection not included.
- Permitting not included.
- Raceways and cables to complete the electrical system to be the responsibility of the E.C awarded the overall project.
- Site Prep. by others.

**Installation Qualifications:**

1. If a Performance and Payment Bond are required, please add 1% to the Base Bid. Bonds are a separate expense item from the base contract amount; therefore, payment will be due upon receipt of invoice.
2. Electric Services, Inc. shall make no changes in design without the written approval of the Project Electrical Engineer. Changes in design shall be interpreted as a change which affects the capacity, reliability, cost, operation, location, or safety of the building systems, or any parts thereof, including changes which may be required to conform to National, State, or Local regulations and/or codes.
3. Pursuant to chapter 21-H of the Florida Administrative Code and Chapter 471 of the Florida Statutes, all work shall comply with national and local code requirements as designed by the Electrical Engineer and as indicated on the electrical drawings. Any applicable code items that may be required by local authorities and have not been shown on the project documents are not included in the base quote (inclusive of any items left to interpretation by local Building Authorities). Electric Services, Inc. will not assume the liability nor accept any responsibility for the design, or re-design, of engineer issued drawings to achieve code compliance without amended documents issued by the Project Architect and/or Electrical Engineer of record.
4. Proposal based on the AIA #401contract, 2007 edition.
5. If bid alternates are selected. A new proposal and bid form will need to be issued. Bid Alternates are quoted only and are not inclusive of labor and materials for installation.

Description	Amount
Proposal: Two Hundred Forty-Four Thousand One Hundred Seventeen Dollars and Zero Cents	\$244,117.00

Pricing does not include escalation costs. Pricing is valid for 30 days only. Electric Services must be under contract within 30 days of the date of this proposal for pricing to be valid. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Electric Services reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Electric Services control. If such cost increases arise, Electric Services will submit a formal change order, and Customer agrees to approve reasonable adjustments. Electric Services will use commercially reasonable efforts to minimize such increases.

Respectfully,

Logan Anderson, Project Estimator







AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Electric Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

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

Contractors Pollution Liability - \$2,000,000 Each Claim/Aggregate  
Professional Liability - \$2,000,000 Each Claim/Aggregate  
Carrier - Arch Specialty Insurance Company  
NAIC - 21199  
Effective 1/1/2026-1/1/2027  
Policy Number: PDCPP0010110



# FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200  
Maitland, FL 32751  
407-786-7770  
Fax 407-786-7766

888-786-BOND (2663)  
Fax 888-718-BOND (2663)

[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

February 5, 2026

Re: Electric Services, Inc. Pre-Qualification

To Whom It May Concern:

Florida Surety Bonds, Inc. has been handling the bond requirements of Electric Services, Inc. since 1982 and Federal Insurance Company has been their surety since 2014. During this time our experience has been excellent. They have an impressive construction “track record”, an impeccable reputation, and are generally regarded as being one of the finest commercial electrical firms in central Florida.

Their bonding company is Federal Insurance Company which is A.M. Best rated at A++, XV and has a U.S. Treasury limit of \$445,273,000. They are incorporated in the State of Indiana and licensed to do business in the State of Florida.

We would have no problem writing bonds for Electric Services, Inc. on single projects in the range of \$50,000,000 with a \$100,000,000 aggregate backlog. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

We believe Electric Services, Inc. as being a most reputable firm who we feel can be relied upon to fulfill any commitment they might make. We are proud to count them among our very top contractor clients.

Sincerely,

FLORIDA SURETY BONDS, INC.

Jeffrey W. Reich, President,  
AFSB, CPCU



## Wayne Hyatt, *Project Manager*

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Wayne Hyatt has been employed with Electric Services, Inc. since July 2005 and brings over 31 years of experience in the electrical industry. He possesses in-depth knowledge of electrical systems, with a strong focus on water and wastewater treatment facilities.

In his current role, Wayne is responsible for project estimating, field layout, and crew management—often supervising teams of 30 or more. He also oversees all aspects of project start-up and close-out documentation, ensuring compliance with regulatory and contractual requirements.

Wayne has completed OSHA 10-hour training (2010) and OSHA 30-hour training (2020). He is certified in CPR/AED and is trained as a Competent Person.

### Job Responsibilities:

- Scheduling
- Design Lay-out
- Quality Control
- Safety Compliance
- Estimate Evaluations
- Project Cost Analysis
- Contract Management
- Drafting and Engineering
- Running Crews in excess of 30
- Project Management Supervision

### Sample Project Experience:

- Sampey Road WWTP – Groveland, FL
- Minneola Water Treatment Plant – Minneola, FL
- VWCA Various Pump Stations – The Villages, FL
- East Side WRF Phase II – Clermont, FL
- Meadowcrest WWTP Expansion – Beverly Hills, FL
- On Top of The World WTP #3 – Ocala, FL
- Orangewood & Hunter Creek WSF Improvements – Orlando, FL
- County Road 535 WSF – Windermere, FL
- North Sumter Utility WTP #2 and #3 – The Villages, FL
- SWCA Irrigation Pump Station #3 – Orlando, FL
- WTF At Yankee Lake – Sanford, FL
- Central Sumter Utility WWTF – The Villages, FL
- UCF Combined Heat & Power Plant Chiller – Orlando, FL
- Apopka WRF Expansion – Apopka, FL
- Hamlin Water Reclamation Facility – Winter Garden, FL
- Orlando Lift Station – Orlando, FL
- Water Conserve II Transmission – Winter Garden, FL
- Sumter County EOC – Wildwood, FL
- Turnpike Service Plaza – Okahumpka, FL
- Apopka WRF Expansion – Apopka, FL
- Hamlin Groves Trail MPS – Winter Garden, FL
- Bay Laurel North WRF – Ocala, FL
- Heineman St. Potable Ground Storage Tank & Pump Station – Daytona, FL

### Certifications:

- CPR/First Aid – 2005
- OSHA 10 – 2010
- OSHA 30 – 2020



## Logan Anderson, *Project Superintendent*

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Logan Anderson has been employed with Electric Services, Inc. since June 2013. He holds an inactive State of Florida Registered Electrical Contractor License (#ER13016138).

Logan has completed OSHA 10-hour training (2013) and OSHA 30-hour training (2019). He is certified in CPR and AED, trained as a Competent Person in accordance with OSHA standards, and has completed additional training in both medium- and low-voltage cabling. His qualifications also include various equipment operator certifications, enhancing his versatility and effectiveness on complex job sites.

### Job Responsibilities:

- Direct supervisor and coordinator of 10+ multi-level project foremen
- Direct supervision of multiple crews of 75+ company employees
- Assist with direct supervision of multiple subcontractors on site
- Estimating
- Scheduling
- Track and report hours and expenses on regular basis
- Managing contract documents; RFI's, CO's, Warranty issues

### Sample Project Experience:

- Apopka Eastside WTP – Apopka, FL
- Apopka Westside WTP – Apopka, FL
- Water Conserve II Transmission Main Booster – Winter Garden, FL
- Lift Station 1 – Orlando, FL
- Mount Dora Bible Science Building & Concessions – Mount Dora, FL
- Umatilla Middle School HVAC Upgrades – Umatilla, FL
- Mount Dora Streetscapes – Mount Dora, FL
- Wildwood EOC – Wildwood, FL
- The Villages Hospital Freestanding ER at Brownwood – The Villages, FL
- Hamlin Water Reclamation Facility & Pump Station – Winter Garden, FL
- Markham Regional WTP Major Upgrades – Sanford, FL
- Daytona Westside WRF – Daytona Beach, FL
- Daytona Heinemann WRF – Daytona Beach, FL
- GRSIP Romac Facility – Coleman, FL
- Bay Laurel WRF – Ocala, FL
- Belleview WRF Expansion – Belleview, FL

### Licenses:

- OSHA 10 – 2013
- Medium Voltage Cable – 2015
- CPR/First Aid – 2016
- OSHA 30 – 2019
- Registered Electrical Contractor – 2023



## Caleb Hyatt, *Project Manager*

---

Caleb Hyatt has been employed with Electric Services, Inc. since June 2006 and brings over 15 years of experience in the electrical field. He possesses extensive expertise in water and wastewater treatment systems and holds an inactive State of Florida Certified Electrical Contractor license (#EC13014566).

Caleb has completed OSHA 10-hour training (2017) and OSHA 30-hour training (2019). He is certified in CPR, AED, and First Aid, and has received additional training in NFPA standards, confined space entry, and both medium- and low-voltage cabling. He is also qualified as a Competent Person under OSHA guidelines.

### Job Responsibilities:

- Direct supervisor and coordinator of 10+ multi-level project foremen
- Direct supervision of multiple crews of 75+ company employees
- Assist with direct supervision of multiple subcontractors on site
- Estimate Evaluations
- Contract Management
- Estimating
- Scheduling
- Track and report hours and expenses on regular basis
- Managing contract documents; RFI's, CO's, Warranty issues

### Sample Project Experience:

- Sampey Road WWTP – Groveland, FL
- Minneola Water Treatment Plant – Minneola, FL
- VWCA Various Pump Stations – The Villages, FL
- Meadowcrest WWTP Expansion – Beverly Hills, FL
- Orangewood & Hunter Creek WSF Improvements – Orlando, FL
- County Road 535 WSF – Windermere, FL
- North Sumter Utility WTP #2 and #3 – The Villages, FL
- SWCA Irrigation Pump Station #3 – Orlando, FL
- WTF At Yankee Lake – Sanford, FL
- Central Sumter Utility WWTF – The Villages, FL
- UCF Combined Heat & Power Plant Chiller – Orlando, FL
- Apopka WRF Expansion – Apopka, FL
- Water Conserv II BPS - Winter Garden, FL
- Hamlin WRF – Winter Garden, FL
- Hamlin Groves Trail MPS – Winter Garden, FL
- Bay Laurel North WRF – Ocala, FL
- Heineman St. Potable Ground Storage Tank & Pump Station – Daytona, FL

### Certifications:

- Medium Voltage Cable – 2015
- OSHA 10 – 2017
- NFPA – 2018
- OSHA 30 – 2019
- CPR/First Aid – 2021
- Certified Electrical Contractor – 2024



# *Electric Services, Inc.*

INDUSTRIAL COMMERCIAL ELECTRICAL CONTRACTORS & ENGINEERS  
**EC#0001415 / EC#13004103 / CA#9435**  
**1746 US Hwy 441 / Leesburg, FL 34748-7055**  
**Telephone (352) 787-1322 / Fax (352) 787-7871**

## **Project Summaries**

### **Y15-743 Eastern WRF Generator & Hypochlorite Addition**

**Location:** Orange County, FL

**Owner's Name and Address:** Orange County Government, 201 S Rosalind Ave, Orlando, FL 32801

**Phone:** (407) 836-3111

#### **Description of Services Provided:**

Provided electrical installation for the new generator and hypochlorite system, including power distribution, grounding, and controls integration.

**Actual Construction Cost:** \$180,223.00

**Completion Date:** April 2016

#### **Brief Project Description:**

This project involved the integration of a new generator and hypochlorite pump station to an existing water reclamation facility.

### **Hamlin Water Reclamation Facility & Pump Station**

**Location:** Orange County, FL

**Owner's Name and Address:** Orange County Government, 201 S Rosalind Ave, Orlando, FL 32801

**Phone:** (407) 836-3111

#### **Description of Services Provided:**

Performed complete electrical scope for new water reclamation facility and pump station, including power distribution, lighting, motor controls, wiring, and backup power systems.

**Actual Construction Cost:** \$14,305,119.00

**Completion Date:** August 2023

#### **Brief Project Description:**

Construction of a brand-new water reclamation facility from the ground up, including site development, treatment processes, and pumping infrastructure to support regional water management.

### **Heineman Street Potable Ground Storage Tank and Pump Station**

**Location:** City of Daytona Beach, FL

**Owner's Name and Address:** City of Daytona Beach, 301 S. Ridgewood Ave, Daytona Beach, FL 32114

**Phone:** (386) 671-8000

#### **Description of Services Provided:**

Furnished and installed electrical systems for storage tank and pump station, including pump power feeds, control panels, lighting, and wiring.

**Actual Construction Cost:** \$2,088,163.00

**Completion Date:** April 2024

#### **Brief Project Description:**

Expansion of Daytona Beach's potable water infrastructure through the addition of a ground storage tank and pump station to improve water capacity and pressure regulation.

### **Bay Laurel North Water Reclamation Facility**

**Location:** Ocala, FL

**Owner's Name and Address:** Bay Laurel Center Community Development, 8470 SW 79th St Rd Ste 3, Ocala, FL 34481

**Phone:** (352) 414-5454

#### **Description of Services Provided:**

Performed complete electrical scope for new water reclamation facility and pump station, including power distribution, lighting, motor controls, wiring, and backup power systems.

**Actual Construction Cost:** \$12,240,205.00

**Completion Date:** June 2025

#### **Brief Project Description:**

Construction of a brand-new water reclamation facility from the ground up, including site development, treatment processes, and pumping infrastructure to support regional water management.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

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

**GIBBS, CORY D**

ELECTRIC SERVICES INC  
1746 US HIGHWAY 441  
LEESBURG FL 34748

**LICENSE NUMBER: EC13004103**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)

ISSUED: 08/07/2024

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.



Project : BLCCDD Utility Operations Facility

Bid Package No: **03**

Bid Package : **Electrical**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Electric Services Inc

Contact Name: Logan Anderson Title: Project Estimator

Address: 1746 U.S. HWY 441 Leesburg Fl, 34748

Phone Number: (352) 408-5119 Email: Landerson@electric-services.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/2026</u>	No.: <u>3</u>	Addendum Date: <u>2/09/2026</u>
No.: <u>2</u>	Addendum Date: <u>2/06/2026</u>	No.: <u>4</u>	Addendum Date: <u>03/02/2026</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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Generac brand Generator

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Main Electrical Distribution Switchboards & Diesel Generator Set	1	LS	\$ 241,700.00	\$ 241,700.00
2.	Payment & Performance Bond Rate	1	LS	% 1	\$ 2,417.00
				<b>Total Bid:</b>	\$ 244,117.00

Base Bid CAT Generator

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Ring Power Gen Set (owner preferred)	1	LS	\$ 258,752.75	\$ 258,752.75
2.	Sq-D Main Distribution Panel	1	LS	\$ 19,581.00	\$ 19,581.00

**Total Base Bid: \$ 278,334**

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	GEN: 22 Weeks    ATS: 23 Weeks
2.	Lead Time for Mobilization	5 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

Logan Anderson/Project Estimator  
 Print Name / Title

03/04/2026  
 Date



# *Electric Services, Inc.*

INDUSTRIAL COMMERCIAL ELECTRICAL CONTRACTORS & ENGINEERS

**EC#0001415 / EC#13004103 / CA#9435**

**1746 US Hwy 441 / Leesburg, FL 34748-7055**

**Telephone (352) 787-1322 / Fax (352) 787-7871**

March 4th, 2026

## **Wharton-Smith Inc**

750 Monroe Road

Lake Monroe, FL 32747

Attn: Ashley Goldberg

407-448-7953 Fax: 407-330-1092

Project: Bay Laurel Center CDD Utility Operations Facility – 03 – Early Electrical Equipment  
Division 26 Electrical Scope

Dear Ashley:

Electric Services, Inc. is pleased to offer the following proposal for the above referenced project. Electric Services will supply all Electrical equipment, and labor necessary for a complete electrical early gear procurement as outlined in the documents provided – Scope of Work, Bid Manual, 60P Specifications and Drawings – Provided by TLC Engineering Solutions and JL2 Architecture.

### **Included in Scope of Work:**

- Provide, and Set 250kW Generator with Fuel Tank.
- Provide Generator Docking Station 1000A NEMA3R W/SPD.
- Provide Automatic Transfer Switch 1000A NEMA3R W/SPD.
- Provide Main Distribution Panel.
- Installation of stairs provided by generator supplier.
- Coordination of generator layout, clearances, placement.
- Generator Warranty as specified in specifications.
- System Study.
- O&M Manuals.
- Start up and Commissioning.
- Training.
- Delivery/Setting of Generator Set.
- Crane Services.
- Generator Warranty.
- Submittals/Shop drawings on Generator package.
- Submittals/Shop drawings on Early Electrical Gear Package.



March 4th, 2026

Project: Bay Laurel Center CDD Utility Operations Facility – 03 – Early Electrical Equipment  
Division 26 Electrical Scope

**Not Included in Scope of Work:**

- Concrete Generator Pad by others.
- Installation of ATS by others.
- Installation of Gen D.S. by others.
- Installation of MDP by others.
- Lightning Protection not included.
- Permitting not included.
- Raceways and cables to complete the electrical system to be the responsibility of the E.C awarded the overall project.
- Site Prep. by others.

**Installation Qualifications:**

1. If a Performance and Payment Bond are required, please add 1% to the Base Bid. Bonds are a separate expense item from the base contract amount; therefore, payment will be due upon receipt of invoice.
2. Electric Services, Inc. shall make no changes in design without the written approval of the Project Electrical Engineer. Changes in design shall be interpreted as a change which affects the capacity, reliability, cost, operation, location, or safety of the building systems, or any parts thereof, including changes which may be required to conform to National, State, or Local regulations and/or codes.
3. Pursuant to chapter 21-H of the Florida Administrative Code and Chapter 471 of the Florida Statutes, all work shall comply with national and local code requirements as designed by the Electrical Engineer and as indicated on the electrical drawings. Any applicable code items that may be required by local authorities and have not been shown on the project documents are not included in the base quote (inclusive of any items left to interpretation by local Building Authorities). Electric Services, Inc. will not assume the liability nor accept any responsibility for the design, or re-design, of engineer issued drawings to achieve code compliance without amended documents issued by the Project Architect and/or Electrical Engineer of record.
4. Proposal based on the AIA #401contract, 2007 edition.
5. If bid alternates are selected. A new proposal and bid form will need to be issued. Bid Alternates are quoted only and are not inclusive of labor and materials for installation.

Description	Amount
Proposal: Two Hundred Forty-Four Thousand One Hundred Seventeen Dollars and Zero Cents	\$244,117.00

Pricing does not include escalation costs. Pricing is valid for 30 days only. Electric Services must be under contract within 30 days of the date of this proposal for pricing to be valid. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Electric Services reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Electric Services control. If such cost increases arise, Electric Services will submit a formal change order, and Customer agrees to approve reasonable adjustments. Electric Services will use commercially reasonable efforts to minimize such increases.

Respectfully,

Logan Anderson, Project Estimator





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2025

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).

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716		<b>CONTACT NAME:</b> Angie Carter <b>PHONE (A/C, No, Ext):</b> (727) 461-6044 <b>E-MAIL ADDRESS:</b> Angie.Carter@bbrown.com	<b>FAX (A/C, No):</b> (727) 442-7695																					
<b>INSURED</b> Electric Services, Inc. Strong Brothers, LLC 1746 U.S. Highway 441 Leesburg FL 34748-7055		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> The Charter Oak Fire Insurance Company</td> <td></td> <td>25615</td> </tr> <tr> <td><b>INSURER B:</b> The Travelers Indemnity Company of America</td> <td></td> <td>25666</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Company of America</td> <td></td> <td>25674</td> </tr> <tr> <td><b>INSURER D:</b> Bridgefield Casualty Insurance Company</td> <td></td> <td>10335</td> </tr> <tr> <td><b>INSURER E:</b> XL Specialty Insurance Company</td> <td></td> <td>37885</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> The Charter Oak Fire Insurance Company		25615	<b>INSURER B:</b> The Travelers Indemnity Company of America		25666	<b>INSURER C:</b> Travelers Property Casualty Company of America		25674	<b>INSURER D:</b> Bridgefield Casualty Insurance Company		10335	<b>INSURER E:</b> XL Specialty Insurance Company		37885	<b>INSURER F:</b>		
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<b>INSURER F:</b>																								

**COVERAGES****CERTIFICATE NUMBER:** CL25122986661**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DT-CO-4P074247-COF-26	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-4P052544-26-26-G	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-4P087323-26-26	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	19642274	04/01/2025	04/01/2026	<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
E	Equipment Floater Installation Floater			UM00027825MA26A	01/01/2026	01/01/2027	Leased / Rented	\$100,000
							Covered Property	\$500,000

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

Contractors Pollution Liability - \$2,000,000 Aggregate  
 Professional Liability - \$2,000,000 Each Claim/Aggregate  
 Arch Specialty Insurance Company - Effective 1/1/2023-1/1/2024  
 Policy Number: PDCPP0010107 - NAIC 21199

**CERTIFICATE HOLDER****CANCELLATION**

Information Only	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 
------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Electric Services, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

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

Contractors Pollution Liability - \$2,000,000 Each Claim/Aggregate  
Professional Liability - \$2,000,000 Each Claim/Aggregate  
Carrier - Arch Specialty Insurance Company  
NAIC - 21199  
Effective 1/1/2026-1/1/2027  
Policy Number: PDCPP0010110



# FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200  
Maitland, FL 32751  
407-786-7770  
Fax 407-786-7766

888-786-BOND (2663)  
Fax 888-718-BOND (2663)

[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

February 5, 2026

Re: Electric Services, Inc. Pre-Qualification

To Whom It May Concern:

Florida Surety Bonds, Inc. has been handling the bond requirements of Electric Services, Inc. since 1982 and Federal Insurance Company has been their surety since 2014. During this time our experience has been excellent. They have an impressive construction “track record”, an impeccable reputation, and are generally regarded as being one of the finest commercial electrical firms in central Florida.

Their bonding company is Federal Insurance Company which is A.M. Best rated at A++, XV and has a U.S. Treasury limit of \$445,273,000. They are incorporated in the State of Indiana and licensed to do business in the State of Florida.

We would have no problem writing bonds for Electric Services, Inc. on single projects in the range of \$50,000,000 with a \$100,000,000 aggregate backlog. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

We believe Electric Services, Inc. as being a most reputable firm who we feel can be relied upon to fulfill any commitment they might make. We are proud to count them among our very top contractor clients.

Sincerely,

FLORIDA SURETY BONDS, INC.

Jeffrey W. Reich, President,  
AFSB, CPCU



## Wayne Hyatt, *Project Manager*

---

Wayne Hyatt has been employed with Electric Services, Inc. since July 2005 and brings over 31 years of experience in the electrical industry. He possesses in-depth knowledge of electrical systems, with a strong focus on water and wastewater treatment facilities.

In his current role, Wayne is responsible for project estimating, field layout, and crew management—often supervising teams of 30 or more. He also oversees all aspects of project start-up and close-out documentation, ensuring compliance with regulatory and contractual requirements.

Wayne has completed OSHA 10-hour training (2010) and OSHA 30-hour training (2020). He is certified in CPR/AED and is trained as a Competent Person.

### Job Responsibilities:

- Scheduling
- Design Lay-out
- Quality Control
- Safety Compliance
- Estimate Evaluations
- Project Cost Analysis
- Contract Management
- Drafting and Engineering
- Running Crews in excess of 30
- Project Management Supervision

### Sample Project Experience:

- Sampey Road WWTP – Groveland, FL
- Minneola Water Treatment Plant – Minneola, FL
- VWCA Various Pump Stations – The Villages, FL
- East Side WRF Phase II – Clermont, FL
- Meadowcrest WWTP Expansion – Beverly Hills, FL
- On Top of The World WTP #3 – Ocala, FL
- Orangewood & Hunter Creek WSF Improvements – Orlando, FL
- County Road 535 WSF – Windermere, FL
- North Sumter Utility WTP #2 and #3 – The Villages, FL
- SWCA Irrigation Pump Station #3 – Orlando, FL
- WTF At Yankee Lake – Sanford, FL
- Central Sumter Utility WWTF – The Villages, FL
- UCF Combined Heat & Power Plant Chiller – Orlando, FL
- Apopka WRF Expansion – Apopka, FL
- Hamlin Water Reclamation Facility – Winter Garden, FL
- Orlando Lift Station – Orlando, FL
- Water Conserve II Transmission – Winter Garden, FL
- Sumter County EOC – Wildwood, FL
- Turnpike Service Plaza – Okahumpka, FL
- Apopka WRF Expansion – Apopka, FL
- Hamlin Groves Trail MPS – Winter Garden, FL
- Bay Laurel North WRF – Ocala, FL
- Heineman St. Potable Ground Storage Tank & Pump Station – Daytona, FL

### Certifications:

- CPR/First Aid – 2005
- OSHA 10 – 2010
- OSHA 30 – 2020



## Logan Anderson, *Project Superintendent*

---

Logan Anderson has been employed with Electric Services, Inc. since June 2013. He holds an inactive State of Florida Registered Electrical Contractor License (#ER13016138).

Logan has completed OSHA 10-hour training (2013) and OSHA 30-hour training (2019). He is certified in CPR and AED, trained as a Competent Person in accordance with OSHA standards, and has completed additional training in both medium- and low-voltage cabling. His qualifications also include various equipment operator certifications, enhancing his versatility and effectiveness on complex job sites.

### Job Responsibilities:

- Direct supervisor and coordinator of 10+ multi-level project foremen
- Direct supervision of multiple crews of 75+ company employees
- Assist with direct supervision of multiple subcontractors on site
- Estimating
- Scheduling
- Track and report hours and expenses on regular basis
- Managing contract documents; RFI's, CO's, Warranty issues

### Sample Project Experience:

- Apopka Eastside WTP – Apopka, FL
- Apopka Westside WTP – Apopka, FL
- Water Conserve II Transmission Main Booster – Winter Garden, FL
- Lift Station 1 – Orlando, FL
- Mount Dora Bible Science Building & Concessions – Mount Dora, FL
- Umatilla Middle School HVAC Upgrades – Umatilla, FL
- Mount Dora Streetscapes – Mount Dora, FL
- Wildwood EOC – Wildwood, FL
- The Villages Hospital Freestanding ER at Brownwood – The Villages, FL
- Hamlin Water Reclamation Facility & Pump Station – Winter Garden, FL
- Markham Regional WTP Major Upgrades – Sanford, FL
- Daytona Westside WRF – Daytona Beach, FL
- Daytona Heinemann WRF – Daytona Beach, FL
- GRSIP Romac Facility – Coleman, FL
- Bay Laurel WRF – Ocala, FL
- Belleview WRF Expansion – Belleview, FL

### Licenses:

- OSHA 10 – 2013
- Medium Voltage Cable – 2015
- CPR/First Aid – 2016
- OSHA 30 – 2019
- Registered Electrical Contractor – 2023



## Caleb Hyatt, *Project Manager*

---

Caleb Hyatt has been employed with Electric Services, Inc. since June 2006 and brings over 15 years of experience in the electrical field. He possesses extensive expertise in water and wastewater treatment systems and holds an inactive State of Florida Certified Electrical Contractor license (#EC13014566).

Caleb has completed OSHA 10-hour training (2017) and OSHA 30-hour training (2019). He is certified in CPR, AED, and First Aid, and has received additional training in NFPA standards, confined space entry, and both medium- and low-voltage cabling. He is also qualified as a Competent Person under OSHA guidelines.

### Job Responsibilities:

- Direct supervisor and coordinator of 10+ multi-level project foremen
- Direct supervision of multiple crews of 75+ company employees
- Assist with direct supervision of multiple subcontractors on site
- Estimate Evaluations
- Contract Management
- Estimating
- Scheduling
- Track and report hours and expenses on regular basis
- Managing contract documents; RFI's, CO's, Warranty issues

### Sample Project Experience:

- Sampey Road WWTP – Groveland, FL
- Minneola Water Treatment Plant – Minneola, FL
- VWCA Various Pump Stations – The Villages, FL
- Meadowcrest WWTP Expansion – Beverly Hills, FL
- Orangewood & Hunter Creek WSF Improvements – Orlando, FL
- County Road 535 WSF – Windermere, FL
- North Sumter Utility WTP #2 and #3 – The Villages, FL
- SWCA Irrigation Pump Station #3 – Orlando, FL
- WTF At Yankee Lake – Sanford, FL
- Central Sumter Utility WWTF – The Villages, FL
- UCF Combined Heat & Power Plant Chiller – Orlando, FL
- Apopka WRF Expansion – Apopka, FL
- Water Conserv II BPS - Winter Garden, FL
- Hamlin WRF – Winter Garden, FL
- Hamlin Groves Trail MPS – Winter Garden, FL
- Bay Laurel North WRF – Ocala, FL
- Heineman St. Potable Ground Storage Tank & Pump Station – Daytona, FL

### Certifications:

- Medium Voltage Cable – 2015
- OSHA 10 – 2017
- NFPA – 2018
- OSHA 30 – 2019
- CPR/First Aid – 2021
- Certified Electrical Contractor – 2024



# *Electric Services, Inc.*

INDUSTRIAL COMMERCIAL ELECTRICAL CONTRACTORS & ENGINEERS  
**EC#0001415 / EC#13004103 / CA#9435**  
**1746 US Hwy 441 / Leesburg, FL 34748-7055**  
**Telephone (352) 787-1322 / Fax (352) 787-7871**

## **Project Summaries**

### **Y15-743 Eastern WRF Generator & Hypochlorite Addition**

**Location:** Orange County, FL

**Owner's Name and Address:** Orange County Government, 201 S Rosalind Ave, Orlando, FL 32801

**Phone:** (407) 836-3111

#### **Description of Services Provided:**

Provided electrical installation for the new generator and hypochlorite system, including power distribution, grounding, and controls integration.

**Actual Construction Cost:** \$180,223.00

**Completion Date:** April 2016

#### **Brief Project Description:**

This project involved the integration of a new generator and hypochlorite pump station to an existing water reclamation facility.

### **Hamlin Water Reclamation Facility & Pump Station**

**Location:** Orange County, FL

**Owner's Name and Address:** Orange County Government, 201 S Rosalind Ave, Orlando, FL 32801

**Phone:** (407) 836-3111

#### **Description of Services Provided:**

Performed complete electrical scope for new water reclamation facility and pump station, including power distribution, lighting, motor controls, wiring, and backup power systems.

**Actual Construction Cost:** \$14,305,119.00

**Completion Date:** August 2023

#### **Brief Project Description:**

Construction of a brand-new water reclamation facility from the ground up, including site development, treatment processes, and pumping infrastructure to support regional water management.

### **Heineman Street Potable Ground Storage Tank and Pump Station**

**Location:** City of Daytona Beach, FL

**Owner's Name and Address:** City of Daytona Beach, 301 S. Ridgewood Ave, Daytona Beach, FL 32114

**Phone:** (386) 671-8000

#### **Description of Services Provided:**

Furnished and installed electrical systems for storage tank and pump station, including pump power feeds, control panels, lighting, and wiring.

**Actual Construction Cost:** \$2,088,163.00

**Completion Date:** April 2024

#### **Brief Project Description:**

Expansion of Daytona Beach's potable water infrastructure through the addition of a ground storage tank and pump station to improve water capacity and pressure regulation.

### **Bay Laurel North Water Reclamation Facility**

**Location:** Ocala, FL

**Owner's Name and Address:** Bay Laurel Center Community Development, 8470 SW 79th St Rd Ste 3, Ocala, FL 34481

**Phone:** (352) 414-5454

#### **Description of Services Provided:**

Performed complete electrical scope for new water reclamation facility and pump station, including power distribution, lighting, motor controls, wiring, and backup power systems.

**Actual Construction Cost:** \$12,240,205.00

**Completion Date:** June 2025

#### **Brief Project Description:**

Construction of a brand-new water reclamation facility from the ground up, including site development, treatment processes, and pumping infrastructure to support regional water management.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

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

**GIBBS, CORY D**

ELECTRIC SERVICES INC  
1746 US HIGHWAY 441  
LEESBURG FL 34748

**LICENSE NUMBER: EC13004103**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/07/2024

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.



Project : BLCCDD Utility Operations Facility

Bid Package No: **03**

Bid Package : **Electrical**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Ciraco Electric, LLC.

Contact Name: Kalen Preston Title: Estimator

Address: 306 SW 33rd Ave., Ocala, FL, 34474

Phone Number: 352-629-5976 Email: kpreston@ciracoelectric.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

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

**Bidder’s Acknowledgements:**

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the Construction Manager per the Agreement terms 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>	Addendum Date: <u>1/30/2026</u>	No.: <u>3</u>	Addendum Date: <u>2/9/2026</u>
No.: <u>2</u>	Addendum Date: <u>2/6/2026</u>	No.: _____	Addendum Date: _____

- 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 furnished in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and will 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.
- 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.
- 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 Purchase Order or 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. The bid pricing will be broken out as follows. Regarding the bid pricing, the total bid price will be dependent on whether the alternates are accepted by Bay Laurel Center CDD. Bay Laurel Center CDD has the sole discretion to accept any, all, or none of the work items for this scope of work based on the bid pricing received.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Main Electrical Distribution Switchboards & Diesel Generator Set	1	LS	\$	\$ 300,617.00
2.	Payment & Performance Bond Rate	1	LS	% 2	\$ 6,013.00
				<b>Total Bid:</b>	\$ 306,630.00

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Generac Generator	1	LS	\$	\$ Deduct 50,000.00
2.	Building B and Fuel Island Budget	1	LS	\$	\$ 823,540.00

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	4-6 weeks
2.	Lead Time for Mobilization	1 week

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.

<u>Kalen Preston</u>	<u>Kalen Preston/Estimator</u>	<u>2/11/2026</u>
Signature	Print Name / Title	Date



306 SW 33<sup>rd</sup> AVE  
Ocala, FL 34474

Office : (352) 629-5976

Fax : (352) 629-5942



EC13005445

## ***Budget Proposal***

Proposal Submitted

February 11, 2026

Wharton – Smith, Inc.

Attn: Ashley Goldberg

Job: Bay Laurel Center CDD Utility Operation Facility

Prepared By: KP

### **Scope of work:**

- Wiring per 60% electrical plans dated 12-19-2025 by TLC Engineering Solutions for Building B and Fuel Island included.
- Switchgear included. **Panel MDP not included.**
- Fuel for generator included.
- Lighting included.
- Site lighting included.
- Wiring of devices included.
- Phone/Data/Access Control/Camera/Audio Visual conduit stubs included.
- Fire alarm included.
- Lightning protection included.
- Permit included.

### **Exclusions/Notes:**

- No bond included.
- No utility fees included.
- No primary conduit included.
- No generator included.
- No concrete duct bank included.
- No Phone/Data/Access Control/Camera/Audio Visual cabling or equipment included.
- No control wiring or equipment for fuel island included.
- No work in Pole Barn or Future Office/Warehouse Building included.
- **Pricing subject to change upon receipt of completed plans.**

We propose to furnish material and/or labor in accordance with the above conditions for the sum of: \$ 823,540.00

**Proposal price subject to change if not accepted within 30 Days.**

Payment Schedule: **Progress Payments**

All work and material to be guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices.

Warranty shall apply exclusively to the electrical installation of the material, fixtures, equipment, and other items supplied by the electrical contractor. Any alteration or deviation from the above scope of work or specifications involving extra costs shall become an extra charge over and above this proposal. Ciraco Electric reserves the right to cancel this agreement. It is agreed that title to all material required (for the purpose of this proposal) to remain the property of Ciraco Electric until paid in full. It is understood that Ciraco Electric shall have the authorization to enter upon owner/contractor property for the purpose of repossessing material and equipment whether or not installed without liability to owner/contractor for trespass or any other reason.

Authorization to complete the work as outlined above according to conditions on this proposal.



306 SW 33<sup>rd</sup> AVE  
Ocala, FL 34474

Office : (352) 629-5976  
Fax : (352) 629-5942

EC13005445

Acceptance Signed By: \_\_\_\_\_ Date \_\_\_\_\_  
Print name: \_\_\_\_\_

Project : BLCCDD Utility Operations Facility

Bid Package No: **03**

Bid Package : **Electrical**

To : Ashley Goldberg  
Wharton-Smith, Inc.

[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

**Bidder Information:**

Company: Ciraco Electric, LLC.

Contact Name: Kalen Preston Title: Estimator

Address: 306 SW 33rd Ave., Ocala, FL, 34474

Phone Number: 352-629-5976 Email: kpreston@ciracoelectric.com

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| <input type="checkbox"/> Licenses                    | <input type="checkbox"/> Sanctions and Litigation          |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> <b>Value Engineering Proposal</b> |
| <input type="checkbox"/> Certificate of Insurance    | <input type="checkbox"/> Clarifications                    |

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No.: <u>2</u>	Addendum Date: <u>2/6/2026</u>	No.: <u>4</u>	Addendum Date: <u>3/2/2026</u>

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- 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.
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2.	Payment & Performance Bond Rate	1	LS	% 2	\$ 6,013.00
				<b>Total Bid:</b>	\$ 306,630.00

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Generac Generator	1	LS	\$	\$ Deduct 50,000.00
2.	Building B, C, and Fuel Island Budget	1	LS	\$	\$ 957,618.00

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	4-6 weeks
2.	Lead Time for Mobilization	1 week

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.

*Kalen Preston*

Signature

Kalen Preston/Estimator

Print Name / Title

3/9/2026

Date



## James Manette

---

**From:** Kalen Preston <kpreston@ciracoelectric.com>  
**Sent:** Wednesday, March 4, 2026 3:11 PM  
**To:** Wharton Smith Commercial Estimating  
**Cc:** James Manette; Ashley Goldberg; Brandon Ciraco  
**Subject:** Bay Laurel Center CDD Utility Operations Facility Proposals  
**Attachments:** Bay Laurel Center CDD Utility Operation Facility Early Equipment Procurement Rev.1.pdf;  
Bay Laurel Center CDD Utility Operation Facility Rev.1 Budget.pdf

Good Afternoon,

Please see attached files for proposals.  
Please let us know of any questions.

Thanks,

### Kalen Preston

#### Estimator

306 SW 33<sup>rd</sup> Ave, Ocala, FL 34474

352-629-5976

352-629-5942 fax

[kpreston@ciracoelectric.com](mailto:kpreston@ciracoelectric.com)

EC13005445



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

Project : BLCCDD Utility Operations Facility  
 Bid Package : **Electrical**  
 To : Ashley Goldberg  
 Wharton-Smith, Inc.  
[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

Bid Package No: **03**

**Bidder Information:**

Company: Mid State Electric of Ocala LLC  
 Contact Name: Brad Hammett Title: Manager  
 Address: 1612 NE 6th Ave Ocala, FL 34470  
 Phone Number: (352) 622-3208 Email: Brad@mid-state.com

**Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):**

- |                                                      |                                                            |
|------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Bid Form</b>  | <input type="checkbox"/> Bid Schedule                      |
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 No.: 1 Addendum Date: 1/30/2026 No.: 3 Addendum Date: 2/9/2026  
 No.: 2 Addendum Date: 2/2/2026 No.: \_\_\_\_\_ Addendum Date: \_\_\_\_\_
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1.	Main Electrical Distribution Switchboards & Diesel Generator Set	1	LS	\$	\$1,500,200.00
2.	Payment & Performance Bond Rate	1	LS	% 1.10	\$ 20,000.00
				<b>Total Bid:</b>	<b>\$ 1,520,200.00</b>

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	N/A	1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	20
2.	Lead Time for Mobilization	15

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

Brad Hammett/ Manager  
 \_\_\_\_\_  
 Print Name / Title

2/11/2026  
 \_\_\_\_\_  
 Date



Project : BLCCDD Utility Operations Facility  
Bid Package : **Electrical**  
To : Ashley Goldberg  
Wharton-Smith, Inc.  
[comest@whartonsmith.com](mailto:comest@whartonsmith.com)

Bid Package No: 03

Bidder Information:

Company: Mid State Electric of Ocala LLC  
Contact Name: Brad Hammett Title: Manager  
Address: 1612 NE 6th Ave Ocala, FL 34470  
Phone Number: (352) 622-3208 Email: Brad@mid-state.com

Bid Proposal Documentation Checklist – Please provide the highlighted items below (check all that apply):

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| <input checked="" type="checkbox"/> Bid Form         | <input type="checkbox"/> Bid Schedule                          |
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Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Main Electrical Distribution Switchboards & Diesel Generator Set	1	LS	\$	\$ 1,545,200.00
2.	Payment & Performance Bond Rate	1	LS	% 1.10	\$ 20,000.00
				<b>Total Bid:</b>	<b>\$ 1,565,200.00</b>

**ALTERNATES (Optional)**

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.		1	LS	\$	\$
2.		1	LS	\$	\$

**SCHEDULED LEAD TIMES FOR DELIVERABLE**

Item No.	Brief Description of Item	Calendar Days to Complete
1.	MDP Switchboard and Diesel Generator Set Submittal Package	<u>20</u>
2.	Lead Time for Mobilization	<u>15</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

**Brad Hammett/ Manager**  
 \_\_\_\_\_  
 Print Name / Title

**3/4/2026**  
 \_\_\_\_\_  
 Date

Proposal #7475

FEBRUARY 11, 2026



## **BUDGETARY TECHNOLOGY PACKAGE**

Bay Laurel Field Operations

9850 SW 84th Court

Ocala, FL 34481

FEBRUARY 11, 2026

**PROJECT: BAY LAUREL FIELD OPERATIONS**

**TRADE:** Technology Package

In response to your request for Proposal, Coranet is pleased to provide this proposal for the **Technology Package** required for the **BAY LAUREL FIELD OPERATIONS** project.

Coranet's proposal is based on the bid documents and drawings received from **WHARTON-SMITH on CONSTRUCT CONNECT on JANUARY 26, 2026.**

This proposal includes the following technology scopes:

- Structured Cabling
- Telecommunications Rooms
- Cable Tray Installation
- Access Control
- Door Hardware
- Audio-Visual
- BDA

The pages that follow in this proposal detail the scopes of work as noted above. Costs are identified by each scope and costs are inclusive of all material, labor, equipment, and taxes required to complete this project.

We look forward to your response and feedback on this proposal and look forward to working with **WHARTON-SMITH** on this and many other projects in the future.

Sincerely,

John Carlos Mouw  
Coranet Corp.  
jcmouw@coranet.com  
Direct: 954-789-7843

## DETAILED SCOPE OF WORK

### STRUCTURED CABLING COMMON AREAS

Structured cabling in the common areas consists of plenum-rated Category-6 and Coax typically used for network connections and equipment like AV that is connected to the network. The table below is a breakdown of material and labor costs associated with common area structured cabling.

Item	Quantity	Unit Price	Total
50-6E04UPSPB* 23AWG 4PR 550MHZ CMP - BLUE	22.00	\$327.36	\$7,201.92
Wavenet 6E0SPBK2N CAT6 UTP Waterblock Direct Burial Cable, 600MHz, 1000', Black 6E0SPBK2N	10.00	\$359.99	\$3,599.90
Wavenet RG6QPWH4-BC 18-1 Solid Bare Copper RG6 Quad Shielded Coaxial Cable, CMP, White RG6QPWH4-BC 50-RG6QPWH4B	3.00	\$474.22	\$1,422.66
50-6EPP48 * CAT6,110-TYPE,PATCH PANEL,48PT	4.00	\$145.20	\$580.80
Wavenet 6EPP24 CAT6 24-Port Windowed Patch Panel, 2U 6EPP24 50-6EPP24	1.00	\$97.50	\$97.50
50-6EKSJBL25* CAT6 JACKS HIGH-DENSITY, BL	159.00	\$3.27	\$519.93
Wavenet FTK-3GHZGP-WH Female to Female Snap-In Gold Plated F-Type Keystone Insert, 3GHz, White FTK-3GHZGP-WH 50-FTK3GHZWH	13.00	\$2.45	\$31.85
FSNS1P6QS-25 PROSNS RG6 F QUAD 25 PACK	2.00	\$29.41	\$58.82
50-SMB2WH * 2-PORT SURFACE MOUNT BOX W/COV	10.00	\$1.58	\$15.80
50-FPW4PWH 4-PORT FACEPLATE SINGLE GANG	88.00	\$1.30	\$114.40
SINGLE CABLING LABOR	14.00	\$0.00	\$0.00
DUAL CABLING LABOR	41.00	\$0.00	\$0.00
QUAD CABLING LABOR	14.00	\$0.00	\$0.00
MISCELLANEOUS MATERIAL AND SUPPORTS	1.00	\$924.00	\$924.00
Project Labor	249.00 hrs	\$75.00	\$18,675.00
Project Management Labor	23.00 hrs	\$125.00	\$2,875.00
<b>Sub-Total ex Tax</b>			\$36,117.58
<b>Tax</b>			\$1,092.57
<b>Total inc Tax</b>			\$37,210.15

### TELECOMMUNICATIONS ROOMS

The TR serves as the central distribution points for all Category-6 cables installed in the building. Within this room, Coranet will provide, install, and ground the items listed in the table below. Prior to commencement, Coranet will confirm the room locations and rack layouts with client personnel.

Item	Quantity	Unit Price	Total
GREAT LAKES DATA RACKS   GLRR-19084-BA 2 Post Rack, 84"H x 20"W x 3"D, 45 RMU, 1500 lb. Wt. Cap., Black Anodized Finish, #12-24 Tapped Uprights, 19" EIA, Includes: Rack Mount Hardware and Double Hole Bonding Lug	2.00	\$285.52	\$571.04
Great Lakes VCM-45U-0612FO-B VCM Cable Manager, Channel Configuration Front Only, 45U Height, 6" Width, Black VCM-45U-0612FO-B	3.00	\$1,307.10	\$3,921.30
Eaton Tripp Lite 5PX3000RTNG2 Line-Interactive UPS, 6-NEMA 5-20R, L5-30R Outlets, Cybersecure Network Card Included, Extended Run, 2U Rack/Tower 5PX3000RTNG2	2.00	\$3,465.43	\$6,930.86
CHATSWORTH PRODUCTS (CPI)   10250-712 Universal Cable Runway, 12"W x 1.5"H x 9.96"L, Black, Cable Capacity - 629	6.00	\$176.57	\$1,059.42
CHATSWORTH PRODUCTS (CPI)   10595-712 3" Channel Rack-To-Runway Mounting Plate, J-Bolts 9 to 12" W, Black	2.00	\$55.77	\$111.54
CHATSWORTH PRODUCTS (CPI)   11312-712 Triangular Support Bracket for cable runway, Aluminum, Width 6" to 12", Maximum of 100 lbs, Black	8.00	\$101.00	\$808.00
CHATSWORTH PRODUCTS (CPI)   11302-702 Junction-Splice Kit; 0.38"W x 2"H; Black	8.00	\$20.67	\$165.36
MISCELLANEOUS MATERIAL AND GROUNDING	1.00	\$198.00	\$198.00
SPECIFIED TECHNOLOGIES STI   EZD44S2   EZD44S2 Fire Rated Pathway, Single, EZ-Path, 14" Length x 4" Width x 4-5/8" Height, 0.059" Thickness Galvanized Steel, For New/Existing Cable	4.00	\$387.15	\$1,548.60
SPECIFIED TECHNOLOGIES STI   EZD22   EZD22 EZ-Path Series 22 fire-rated device kit - includes one series 22 device (1.5 in. x 1.5 in. x 10.5 in.), one pair (2) wall plates and labels	15.00	\$105.35	\$1,580.25
Project Labor	44.00 hrs	\$75.00	\$3,300.00
Project Management Labor	6.00 hrs	\$125.00	\$750.00
<b>Sub-Total ex Tax</b>			\$20,944.37
<b>Tax</b>			\$1,267.08
<b>Total inc Tax</b>			\$22,211.45

### CABLE TRAY INSTALLATION

Coranet will furnish and install Cablofil wire-mesh cable tray to support low-voltage cabling throughout the designated areas. Work includes mounting the tray using threaded rod and approved hardware, installing all required fittings, and providing necessary supports and accessories. Coranet will coordinate tray routing with the client and other trades to ensure proper alignment and clearances.

Item	Quantity	Unit Price	Total
Cablofil CF105/300EZ Cable Tray 10' x 12" x 4" D CF105/300EZ	20.00	\$221.39	\$4,427.80
Cablofil EZT90EZ EZT Model Cable Tray Tee Bend Kit, 90-Degree, 8.86"L x 8.86"W x 0.75"H, Electrozinc Steel EZT90EZ	4.00	\$41.38	\$165.52
Cablofil FASP300BL FAS Profile, 1Dx2Wx12L, Black FASP300BL	20.00	\$20.51	\$410.20
Cablofil EDNRN Mounting Tool, 1D, 1W, 10L EDRN	2.00	\$198.89	\$397.78
THREADED ROD 3/8 X 3FT	40.00	\$7.43	\$297.20
CABLOFIL   THRDPT Threaded Rod Protector	4.00	\$103.90	\$415.60
CABLOFIL   CE35PG CLAMPING WASHER USE WITH EZBN 1/4 BOLT/NUT 1.4" LONG,PG 558 180	4.00	\$17.57	\$70.28
HILTI   50353 CARTRIDGE 6.8/11 M .27 CAL RED100 PCS PER BOX	1.00	\$79.44	\$79.44
Simpson PSLV3-125125 3/8" X 1-1/4" Coarse Threaded Stud W/ 1-1/4" Shank - Zinc, Pkg 100	1.00	\$86.00	\$86.00
L H DOTTIE COMPANY   RC2 3/8"-16 ROD COUPLING NUT	1.00	\$69.76	\$69.76
MISCELLANEOUS MATERIAL AND SUPPORTS	1.00	\$396.00	\$396.00
Project Labor	100.00 hrs	\$75.00	\$7,500.00
Project Management Labor	9.00 hrs	\$125.00	\$1,125.00
<b>Sub-Total ex Tax</b>			\$15,440.58
<b>Tax</b>			\$511.17
<b>Total inc Tax</b>			\$15,951.75

### SECURITY – COMMON AREA ACCESS CONTROL

Access control entails installing card readers, associated cabling, and hardware for a complete access control system. Our design team used Dormakaba as The Basis of Design (BOD). The table below is a breakdown of the items included in this proposal.

Item	Quantity	Unit Price	Total
R5M1-MF3211C000NN/SC RAC5 MFC, 16 RLY,FLUSH,BLE ENABLED, SC --	0.00	\$1,895.09	\$0.00
COMM-EAURORA-S AURORA INTEGRATION SOFTWARE MULTI-HSG	1.00	\$3,092.79	\$3,092.79
COMM-71800-1 PROGRAMMING CABLE F/SRK READERHANDHELD	1.00	\$26.61	\$26.61
COMM-SRK-RNFC2 BLACK FLUSH MOUNT W/BLE	9.00	\$362.19	\$3,259.71
COMM-CA8500-KIT EIGHT DOOR CONTROL KIT	1.00	\$4,271.14	\$4,271.14
COMM-CA4500-KIT	0.00	\$1,795.08	\$0.00
COMM-CA150-KIT	1.00	\$814.70	\$814.70
PERMIT ENGINEER DRAWINGS	1.00	\$5,000.00	\$5,000.00
Project Labor	72.00 hrs	\$75.00	\$5,400.00
Programming Labor	32.00 hrs	\$100.00	\$3,200.00
Programming Labor	8.00 hrs	\$100.00	\$800.00
<b>Sub-Total ex Tax</b>			\$25,864.95
<b>Tax</b>			\$1,234.87
<b>Total inc Tax</b>			\$27,099.82

### **DOOR HARDWARE**

Coranet will furnish and install all door hardware required for the access control system, including magnetic locks, electric strikes, request-to-exit sensors, and illuminated exit buttons. Work includes providing the necessary power supply equipment, wiring, and miscellaneous materials needed for proper operation. Coranet will complete all installation, testing, and system programming to ensure the door hardware functions reliably and in accordance with security requirements.

Item	Quantity	Unit Price	Total
Alarm Controls 1200D Double Door Magnetic Lock, 1,200lbs., Clear Anodized 1200D   AC-1200D	1.00	\$436.32	\$436.32
ADI PRO 0E-MAG600DS 600 lb Single Door Maglock with Bond Sensor, LED Indicator and Adjustable Timer 0E-MAG600DS	4.00	\$191.24	\$764.96
Bosch DS160 High Performance Request-to-Exit Motion Sensor Sounder, White DS160	8.00	\$100.56	\$804.48
Camden CM-30AT 2" Square LED Illuminated Push Button, "Push to Exit" Switch with Adjustable 30 Second Timer, Green CM-30AT	5.00	\$105.95	\$529.75

HES 9600-630-LBSM 9600 Series Surface Mounted Electric Strike with Latchbolt Monitor Strike, Windstorm Resistant, Satin Stainless Steel 9600-12/24-630-LBSM	9.00	\$457.85	\$4,120.65
Altronix AL600ULACM Access Power Controller with Power Supply Charger, Fused Relay Outputs, 12/24VDC at 6A, BC400 Enclosure AL600ULACM	1.00	\$425.60	\$425.60
MISCELLANEOUS MATERIALS	1.00	\$607.50	\$607.50
Project Labor	84.00 hrs	\$75.00	\$6,300.00
Programming Labor	8.00 hrs	\$100.00	\$800.00
<b>Sub-Total ex Tax</b>			\$14,789.26
<b>Tax</b>			\$576.69
<b>Total inc Tax</b>			\$15,365.95

### ACCESS CONTROL CABLING

Access control cabling entails the composite and other associated cables required for the access control system to function. The table below is a breakdown of the items being installed in this proposal.

Item	Quantity	Unit Price	Total
Composite access control cable has 4 elements: 18/4 Unshielded, 22/3P Shielded, 22/2 Unshielded and 22/4 Unshielded.	2,000.00	\$0.94	\$1,880.00
CABLE SUPPORTS AND MISC HARDWARE	1.00	\$500.00	\$500.00
ACCESS CONTROL LABOR (4 HRS/DOOR)	8.00	\$0.00	\$0.00
Project Labor	40.00 hrs	\$75.00	\$3,000.00
Programming Labor	4.00 hrs	\$100.00	\$400.00
<b>Sub-Total ex Tax</b>			\$5,780.00
<b>Tax</b>			\$178.50
<b>Total inc Tax</b>			\$5,958.50

### AV EQUIPMENT

Coranet will provide and install all required AV equipment, including commercial-grade displays, mounting hardware, Crestron control and conferencing components, speakers, amplifiers, and necessary cabling. Installation and programming are included to deliver fully functional AV systems for the designated conference and training spaces.

Item	Quantity	Unit Price	Total
LG 50UR640S9UD 50" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black (Ashed Blue)	1.00	\$857.51	\$857.51

LG 55PK640S0UB 55" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black	10.00	\$996.16	\$9,961.60
LG 65UR640S9UD 65" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black (Ashed Blue)	1.00	\$1,258.30	\$1,258.30
LG 86UR640S9UD 86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV - Black (Ashed Blue)	2.00	\$2,027.50	\$4,055.00
CHIEF PAC525 In-Wall Storage Box - Black	14.00	\$73.75	\$1,032.50
CHIEF PDRUB Large Dual Arm w/Universal - Black	14.00	\$937.50	\$13,125.00
CRESTRON UC-SB1-CAM UC Video Conference Smart Soundbar & Camera	1.00	\$875.00	\$875.00
CRESTRON SAROS IC4P-W Saros® 3 in. Passive Full-Range In-Ceiling Speaker, White, Textured	6.00	\$281.25	\$1,687.50
CRESTRON AMP-X300 X-Series Amplifier, 300 W	1.00	\$550.00	\$550.00
HD-DA2-4KZ-E 1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1.00	\$276.25	\$276.25
CRESTRON UC-ENGINE-BRKT-T-UPGRD-BRKTX Crestron Flex Standard to Advanced Room Upgrade Solution with Microsoft Teams® Rooms Software	2.00	\$3,240.00	\$6,480.00
CRESTRON TSW-1070-B-S 10.1 in. Wall Mount Touch Screen, Black Smooth	2.00	\$1,906.25	\$3,812.50
CRESTRON TSW-1070-MSMK-W-S Multisurface Mount Kit for TSW-1070 Series, White Smooth	2.00	\$75.00	\$150.00
CRESTRON RMC4 4-Series™ Control System	2.00	\$687.50	\$1,375.00

MISCELLANEOUS MATERIAL AND SUPPORTS - HDMI Pass through plates, HDMI cable(CL3 rating). For Training and Conference Room	2.00	\$375.00	\$750.00
Project Labor	140.00 hrs	\$75.00	\$10,500.00
Programming Labor	24.00 hrs	\$225.00	\$5,400.00
<b>Sub-Total ex Tax</b>			\$62,146.16
<b>Tax</b>			\$3,468.46
<b>Total inc Tax</b>			\$65,614.62

### AV CABLING

The AV cabling entails installation of the required cabling for the AV equipment in the system. The table below is a breakdown of the items being installed in this proposal.

Item	Quantity	Unit Price	Total
Wirepath NST-142-PL-500-WH 14-Gauge 2-Conductor 19-Strand Plenum Speaker Wire, 500' Nest in Box, White	2.00	\$341.24	\$682.48
MISCELLANEOUS MATERIAL AND SUPPORTS	1.00	\$375.00	\$375.00
SPEAKER CABLING LABOR	6.00	\$0.00	\$0.00
Project Labor	12.00 hrs	\$75.00	\$900.00
Project Management Labor	2.00 hrs	\$125.00	\$250.00
<b>Sub-Total ex Tax</b>			\$2,207.48
<b>Tax</b>			\$79.31
<b>Total inc Tax</b>			\$2,286.79

### BDA

The BDA system entails installation and certification of a signal boosting system that sustains 2-Way radio systems for first responders in the event of an emergency. The system includes omni directional antennas located throughout the building and a network of amplification equipment that receives radio signals from the roof mounted antenna and amplifies the signal throughout the building. The table below indicates the quantities and associated labor to install the system.

Item	Quantity	Unit Price	Total
High Isolation PCS/AWS/WCS/BRS Donor Antenna (617-960 MHz, 20.5dBi max gain, 14 degree min H/V beam width, 40 dB front-to-back ratio, Low PIM, DIN-type connectors)	1.00	\$917.64	\$917.64
FRM238SP5 LIGHT DUTY NONPENETRATING ROOFMOUNT 60"X2.38", FLAT ROOF MT 2" OD MAST SIZE	1.00	\$496.00	\$496.00

GROUNDING KIT, PRE-FORMED STRAP, 1.5M (60") FOR 1/2" CABLE	1.00	\$25.78	\$25.78
125-1000MHZ LIGHTNING DC BLOCKED FILTER PROTECTOR - N FEMALE CONNECTORS	1.00	\$96.58	\$96.58
FRMPAD1 1/4" ROOF PAD SET FOR FRM MOUNTS	1.00	\$159.74	\$159.74
WEATHER PROOFING KIT (WITH BUTYL RUBBER)	1.00	\$36.69	\$36.69
PSR-EPO-PKG-U PSR EMERGENCY POWER OFF SWITCH + SWITCH NEMA TYPE-4 SWITCH + SWITCH	1.00	\$3,196.47	\$3,196.47
716M-LCF12-D01 7-16 DIN MALE CONN FOR 1/2" COAX CBL OMNIFIT PREM. STRT POLY CLAW & COMPRESS	1.00	\$22.65	\$22.65
Low PIM SISO Omni Server Antenna (698MHz-2690MHz) (N Type)	4.00	\$68.82	\$275.28
2 Way Divider (650~2700 MHz, 20 W) (Low PIM)	1.00	\$137.64	\$137.64
UL 2524 LISTED PUBLIC SAFETY 700/800 MHZ CHANNELIZED DIGITAL REPEATER (33 DBM OUTPUT, 95 DB GAIN) W/ ANNUNCIATOR	1.00	\$5,415.00	\$5,415.00
UL 2524 CERTIFIED WALL MOUNTABLE SLA BATTERY BACKUP UNIT SUPPORTS 24V	1.00	\$2,569.41	\$2,569.41
Directional Coupler (10 dB, 650~2700 MHz, 20 W)	2.00	\$183.53	\$367.06
Directional Coupler (6 dB, 650~2700 MHz, 20 W)	3.00	\$122.36	\$367.08
1/2" Aluminum Plenum Rated Low-loss Air Dielectric Coax with SmartGuard™ Technology	600.00	\$2.64	\$1,584.00
6 FT 4.3-10 MALE (STRAIGHT) TO N MALE (STRAIGHT) LOW PIM JUMPER CABLE	2.00	\$85.18	\$170.36
6 FT N MALE (STRAIGHT) TO N MALE (STRAIGHT) LOW PIM JUMPER CABLE	3.00	\$61.18	\$183.54
CELLFLEX - 1/2" Low-Loss Foam Coaxial Cable - In-Building (JFN Types)	150.00	\$2.48	\$372.00
N Male OMNI FIT™ Connector for ICA12/LCF12-50 Cable	14.00	\$29.20	\$408.80
MISC MATERIAL AND SUPPORTS	1.00	\$1,630.00	\$1,630.00
BDA ENGINEERING	1.00	\$10,400.00	\$10,400.00
Project Labor	88.00 hrs	\$75.00	\$6,600.00
Project Management Labor	8.00 hrs	\$117.45	\$939.60
<b>Sub-Total ex Tax</b>			\$36,371.32
<b>Tax</b>			\$2,162.38

<b>Total inc Tax</b>	<b>\$38,533.70</b>
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### PRICING SUMMARY

STRUCTURED CABLING COMMON AREAS	\$37,210.152
TR EQUIPMENT	\$22,211.45
CABLE TRAY INSTALLATION	\$15,951.75
ACCESS CONTROL	\$27,099.82
DOOR HARDWARE	\$15,365.95
ACCESS CONTROL CABLING	\$5,958.50
AV EQUIPMENT	\$65,614.62
AV CABLING	\$2,286.79
BDA	\$38,533.70
GENERAL CONDITIONS	\$6,987.50
<b>TOTAL</b>	<b>\$237,220.23</b>

### PROJECT ASSUMPTIONS

- ANY CONDUIT PROVIDED BY OTHERS
  - ANY CONDUIT FOR CORANET USE MUST HAVE A PULL STRING
- ALL NECESSARY POWER PROVIDED BY OTHERS
- DISPLAY LOCATIONS MUST HAVE POWER/DATA JUNCTION BOX AND PLYWOOD BACKING
- FIRE RATED PLYWOOD AND POWER AT EACH LV EQUIPMENT ROOM PROVIDED BY OTHERS
- FIRE RELAYS PROVIDED BY OTHERS
- WORK TO BE DONE DURING REGULAR BUSINESS HOURS
- DOES NOT INCLUDE PREVAILING WAGE LABOR
- NO BOND IS INCLUDED IN THIS PROPOSAL. WILL SUBJECT TO CHANGE ORDER IF REQUIRED.
- NO SCAFFOLDING ARE INCLUDED IN THIS PROPOSAL.
- ANY WORK THAT IS NOT LISTED ABOVE WILL RESULT IN A CHANGE ORDER.
- **This proposal is predicated on current pricing of materials, which may fluctuate because of unstable and uncertain market conditions, including the imposition of tariffs affecting future prices. As a result, Coranet reserves the right to increase the price of the proposal and contract during the term of this agreement to reflect any such increase(s).**

### PROPOSAL/CONTRACT TERMS & CONDITIONS

1. This proposal, including these terms and conditions, will become a contract upon receipt by Coranet of this proposal/contract, accepted by Customer by signing where indicated below.
2. The purchase price of the materials and labor shall be subject to adjustment in the event of any mutually agreed changes made to this proposal/contract, including the addition or deletion of items of equipment or any changes in specifications, attachments, or features.
3. If Customer terminates this proposal/contract prior to commencement of installation hereunder, for any reason other than the material nonperformance by Coranet of its obligations hereunder, Coranet shall be entitled to retain all amounts theretofore paid by customer to Coranet as agreed upon liquidated damages, in addition to any other remedies available to Coranet at law and in equity.
4. Coranet warrants that for a period of one year from the date of customer acceptance of installation, the equipment and its installation will be free from defects in material and workmanship. If Coranet is notified of any defects within the above one-year period, Coranet will have the option of repairing or replacing the equipment or its installation at its expense. Such repair or replacement shall be Customer's exclusive remedy for breach of warranty. This warranty does not extend to any equipment which has been (a) subject to misuse, neglect, accident, fire, lightning, or other casualty, (b) wired, installed, repaired or altered by anyone other than Coranet or its authorized representatives, or (c) moved from its original location or no longer owned by the Customer named herein.

The above warranty is in lieu of and excludes all other express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. In no event shall Coranet be liable for loss of profits, benefits, indirect consequential or similar damages even if Coranet has been advised of the possibility of such damages. In no event shall Coranet's liability exceed the total purchase price for the equipment and installation in question regardless of the form in which any legal or equitable action may be brought against Coranet.

No action, regardless of form, arising out of this proposal/contract may be brought by either party more than one year after the products have been installed and/or the work has been completed. Coranet is excused from and shall not be liable for failure to perform or to continue service if it is prevented from doing so by reason of fire, flood, strike, lockout, war, act of God, or any other cause beyond Coranet control.

5. This proposal/contract constitutes the entire agreement between the parties relative to the materials listed herein and the installation of same and supersedes all prior negotiations and statements. This proposal/contract may not be amended or supplemented except by an instrument in writing executed by the

party sought to be charged. In the case of Coranet, such executions must be made by a general manager or a corporate officer. If any provision of this proposal/contract shall be held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall be in no way affected or impaired.

If the Customer breaches any provisions of this proposal/contract, including, without limitations, its payment obligations, Customer shall be in default and all unpaid amounts become immediately due and payable and Coranet shall have all rights and remedies available at law and in equity. Upon any such default and until such default is cured Coranet may cease to perform its obligations under this contract, including but not limited to its obligations to install, service, repair or replace the equipment. In addition to, and not in limitation of the foregoing, if Customer's default continues for ten (10) days after written or telegraphic notice thereof by Coranet, Coranet may, at its option and without further notice, render the equipment unusable until Coranet receives payment in full, and/or enter upon the premises where the equipment is installed and retake possession therefore free from any claims of the customer. Coranet shall be entitled to recover all costs and expenses, including reasonable attorney fees and costs of collection, associated with enforcing its right hereunder. Coranet may charge interest on overdue amounts at the lesser rate of 1.5% per month, or the highest interest rate permitted by law.

6. For the duration of this installation and for 12 months after termination of same, Customer shall not solicit or hire any of Coranet's employees without prior written consent by Coranet.
7. The customer will consider this proposal/contract fulfilled based on the following:  
Installation of cable and services performed by Coranet as defined in the contract/proposal and upon successful walk through and inspection performed by the Customer.
8. In accordance with Florida Statute (713.06), Coranet, at its own discretion, may serve a Notice to Owner (NTO). The NTO is NOT a lien on the property or customer entity; it is simply a written notice to secure Coranet's right to lien the property in the event of non-payment for work performed at the property. This notice must be filed within forty-five (45) days from the first date of labor or delivery of materials by Coranet.
9. Coranet shall not be liable or otherwise responsible for any nonperformance of any of its obligations under this Agreement where such performance is prevented or hindered by any cause beyond Coranet's reasonable control, including, without limitation, hurricane or other storm, lightning strike or any other acts of God, fire, flood or other weather conditions, war, embargo, refusal of any manufacturer to ship equipment or to provide necessary parts and/or technical support, unavailability of or delays in transportation, strikes, labor disturbances, riots or civil unrest, or rules, regulations orders of any governmental authority, widespread disease, infection, or pandemic.
10. The building and premises where Coranet performs its obligations herein shall comply with all safety and health requirements imposed by federal, state, and local statute, rules, regulations, and orders.

## James Manyette

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**From:** John Carlos Mouw <JCMouw@coranet.com>  
**Sent:** Wednesday, February 11, 2026 5:59 PM  
**To:** James Manyette  
**Cc:** Wharton Smith Commercial Estimating  
**Subject:** Bay Laurel Field Operations - Wharton-Smith / Coranet Corp  
**Attachments:** PROPOSAL 7475 - Wharton-Smith - Bay Laurel Field Operations.pdf

Hi James,

Thank you for sending over this opportunity to us. Please find attached our [budgetary proposal](#) for this project based on the design drawings on ConstructConnect.

**Design Recommendations.** As promised, below are our notes on what is missing from the drawings and our suggestions for what to include on the next round of budgeting.

- **Add CCTV System.** The technology drawings (T-sheets) reference no Video Surveillance system even though there are high-level specs for one in the spec book. We recommend adding camera placements, wiring details, and an NVR/VMS for a complete system. A high functioning CCTV system is key to the security of a government facility.
  - **Manufacturer Recommendation = Axis Communications.** Based on the CCTV specs, which list acceptable manufacturers, Axis Communications is the most appropriate, reliable, and closely aligned to the spec requirements. We'd suggest using Axis as the Basis of Design and only allowing approved equals or VE options.
- **Add Intrusion Detection System.** Neither the T-sheets nor the specs detail any intrusion detection system. We'd recommend adding one along with related panels to the plans. All the exterior doors already have door contacts marked.
  - **Manufacturer Recommendation = Acre Security or Bosch.** Since there are no specs on intrusion, it's hard to tell what the owner wants the system to do, but Acre and Bosch are solid solutions for a facility of this type.
- **Add Vehicle Gate and Access Control/Intercom.** A vehicle gate and associated parts like a gate operator, intercom system (detailed already in the specs) and long range access control reader should be added.

- **Manufacturer Recommendation = Zenitel or Aiphone.** Both are listed as approved. Zenitel exceeds specs but is more expensive than Aiphone, but Aiphone may not meet some of the camera requirements. More research would have to be done.
  
- **Add AV Head-End Equipment.** This will coordinate the entire AV system, which right now cannot be centrally controlled across the buildings.
  - **Manufacturer Recommendation = Crestron CP4 + Full NVX AV-over-IP System.** The CP4 is the required enterprise-level processor for sequencing room devices, scheduling, network AV routing, and touch panel logic.
  
- **Add Specs for Access Control System.** We quoted a Dormakaba system, which is an on-premises wired solution without monthly subscriptions. Generally, it is cost effective and gets the job done for single sites. However, we don't have specs helping us decide what the system needs to do. An even better solution would be using Axis Communication readers and a Genetec security system. As an enterprise-level system, Genetec can interconnect all the intercom, access control, intrusion, and CCTV systems we suggested above.

Please reply to confirm that you received and can open the proposal.

Kindly,

**John Carlos Mouw**

*Account Executive* | Coranet Corp.

Cell: 954-789-7843

Email: [jcmouw@coranet.com](mailto:jcmouw@coranet.com)

[www.coranet.com](http://www.coranet.com)



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## SECTION 3 – BID QUESTIONS & ANSWERS

# GMP-1 Bid Question Log



Project Name: **BLCCDD Utility Operations Facility**

Project Phase: **GMP-1**

Last Update: **03/05/2026**

Item	Comment From	Spec or Drawing No.	Question	CMAR Notes	AE/Owner Response/Resolution	Status
1	Ciraco Underground	BP 1	Is Bay Laurel keeping the excess fill material? If so, what is the location they want it delivered to?		Any excess material will be transferred offsite within 3 miles of the project.	Complete
2	ESI	BP 3	Who will be responsible for offloading/setting the Generator Set? Will this be under the EC under contract for the project, or the EC responsible for procurement and delivery?	EC procuring the generator set will be responsible for offloading and setting.		Complete
3	ESI	BP 3	Will the EC supplying the electrical gear be responsible for installation. Or will the electrical equipment be turned over to the EC who is awarded the project?	EC awarded in a future GMP will be responsible for installation of the gear.		Complete
4	ESI	BP 3	Confirm the following electrical equipment and panels noted on B-E601 are to be included in the Electrical Early Equipment Procurement. Please specify what electrical equipment is to be included.	Generator Set (including ATS) and MDP shall be included in the Early Equipment package. Panels/ Equipment downstream of the MDP shall be included in a future GMP.		Complete
5	ESI	BP 3	Who will be responsible for fueling of generator?	The EC awarded the future GMP for the main package will be responsible for filling the generator for testing.		Complete
6	JF Petrolgroup	BP2	Is the canopy a conventional gas station canopy or a PEMB.		Canopy will be steel canopy. Not a PEMB	Complete
7	WSI	C02.01	South side of the site where the new entrance will be located has stored materials and equipment. Please advise if WSI is to remove these items and if so where they should be relocated to.		The equipment will be relocated onsite to a mutually agreed area that will not conflict with the Contractors work.	Complete
8	WSI	C04.01	Will a oil/ water seperator will be required for the fuel depot?		Yes. A spec and or markup will be provided for bidders.	Complete
9	WSI	C05.01	Please confirm location of lift station is acceptable or if Bay Laurel would like it shifted down.		Please provide markup of proposed relocation.	Complete
10	WSI	C05.02	Conifrm FP line to future connection should rempain a 4" or be upsized to 6".		Confirmed. Upsize to 6"	Complete
11	WSI	B-AE001	Is the Exterior Covered Outdoor Area intended to be slab?		Yes. This area should be concrete.	Complete
12	WSI	B-P100	Please confirm how and if the Generator enclosure will be drained.	Per Owner design meeting no generator enclosure is desired by owner, nor required per architect. Location is updated on Addendum #1 Docs dated 2/27/2026		Complete
13	WSI	B-E101	Time Clock and Fuel Panels are located in the cooridor. Would the owner like these located in a storage closet or different location?		The time clock is to be located in the corridor. The fuel panel corridor location was intended for Generator Fuel Sys. notifications. If the fuel panel is in a storage room the notifications may not be seen.	Complete
14	WSI	C-AE301	Confirm if drainage from the pole barn is to be sheet flow or tied into storm.	Updated on Addendum #1 drawing C04.01	Drainage should be tied into storm. Drawings will be updated.	Complete
15	WSI	C07.01	Drawing depicts a CMU dumpster enclosure. Please confirm this will be CMU and not tilt-wall. Also provide a dumpster encloser location on C03.00 overall site plan and/or C03.01Site plan	Per Owner design meeting no dumpster enclosure is desired by owner, nor required per architect. Location and deleted tilt panels are updated on Addendum #1 Docs dated 2/27/2026		Complete
16	JF Petrolgroup		When can we expect a specification and location for the OWS for the fuel depot?	Specification forthcoming. OWS will be provided by civil.90% set included Specification 22 1323 SANITARY WASTE INTERCEPTORS		Complete
17	JF Petrolgroup		Pre Bid RFI #13 references the fuel panel in the corridor, the prints show the panel on the fuel island.	Corridor panels are referenced to the generator.		Complete
18	JF Petrolgroup		Does section 26 05-73 apply to the fueling station electrical panel. Do not know any contacts that can do this work.	Electrical panel will be provided by Div 26 which will be responsible for ensuring the panel complies with section 26 05-73		Complete
19	JF Petrolgroup		EPO shown on fuel island. This is required to be a minimum of 20' or maximum of 100' from the fuel island.	We recommended the Fuel System subs locate the EPO button by the unitstrut mounted Panel LFS		Complete
20	Counts Construction	C05.01	There is a reclaimed water line (RCW) that branches to the east of the property line and notes to coordinate with owner for connection point. Please provide location or total distance beyond property line.		Use 40' for the reclaimed extension outside the property boundary.	Complete

## SECTION 4 – SCHEDULE

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Float	2026												2027												2028
							Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
<b>BLCDD Utility Operations Center - 15 WK</b>																															
<b>PRE-CONSTRUCTION ACTIVITIES</b>																															
PREC-1060	90% Cost Estimate and Schedule Deliverable	20	12	02-Mar-26 A	26-Mar-26	-4																									
PREC-1070	90% Owner Review	10	5	02-Mar-26 A	17-Mar-26	-4																									
PREC-1080	90% Design Review & VE Meeting	15	7	02-Mar-26 A	19-Mar-26	-4																									
PREC-1050	90% Constructability Review	5	5	03-Mar-26 A	17-Mar-26	-4																									
PREC-1250	Prepare Bid Documents	8	8	11-Mar-26	20-Mar-26	-4																									
PREC-1090	100% Drawings Received - IFC Set	9	9	17-Mar-26	27-Mar-26*	0																									
PREC-1240	90% Cost Estimate Review Meeting	5	5	20-Mar-26	26-Mar-26	9																									
PREC-1130	Prepare GMP Bid Packages	10	10	23-Mar-26	03-Apr-26	-4																									
PREC-1100	Permitting	30	30	30-Mar-26	08-May-26	67																									
PREC-1110	Advertise Bid Packages	20	20	06-Apr-26	01-May-26	0																									
PREC-1260	Bids due to WSI	0	0		01-May-26	0																									
PREC-1270	Review Subcontractor Bids	10	10	04-May-26	15-May-26	0																									
PREC-1280	GMP Internal Review	10	10	04-May-26	15-May-26	0																									
PREC-1290	Submit Draft GMP to Owner/Owner Review (Board Meets 5-18)	0	0		15-May-26	0																									
PREC-1300	GMP Review and Approval	20	20	18-May-26	15-Jun-26	0																									
PREC-1210	NOTICE TO PROCEED	2	2	16-Jun-26	17-Jun-26	0																									
<b>EARLY SITE PACKAGE</b>																															
ESP-1010	Permitting	45	43	27-Feb-26 A	08-May-26	32																									
ESP-1080	GMP Internal Review	0	0		11-Mar-26	14																									
ESP-1090	Submit GMP Draft to Owner/Owner Review	0	0		12-Mar-26	14																									
ESP-1100	GMP Review	0	0		13-Mar-26	14																									
ESP-1110	GMP Approved	0	0		20-Mar-26	14																									
ESP-1120	NOTICE TO PROCEED	2	2	23-Mar-26	24-Mar-26	14																									
<b>PROCUREMENT</b>																															
PC-100	Site Work	20	20	25-Mar-26	21-Apr-26	115																									
PC-110	Concrete	10	10	18-Jun-26	01-Jul-26	0																									
PC-120	Structural Steel	20	20	18-Jun-26	16-Jul-26	55																									
PC-130	Pre-Engineered Metal Building	20	20	18-Jun-26	16-Jul-26	127																									
PC-140	Electrical	20	20	25-Jun-26	23-Jul-26	2																									
PC-150	Plumbing	20	20	25-Jun-26	23-Jul-26	5																									
PC-160	Mechanical/HVAC	20	20	25-Jun-26	23-Jul-26	119																									
PC-170	Roofing	20	20	25-Jun-26	23-Jul-26	115																									
PC-180	Fuel Station	20	20	25-Jun-26	23-Jul-26	92																									
PC-190	Fire Sprinkler	20	20	02-Jul-26	30-Jul-26	4																									
PC-200	HM Doors & Frame Supplier	20	20	02-Jul-26	30-Jul-26	185																									
PC-210	Storefronts & Curtain Walls	20	20	02-Jul-26	30-Jul-26	240																									
PC-220	Framing & Drywall	20	20	02-Jul-26	30-Jul-26	117																									
PC-230	Painting	20	20	02-Jul-26	30-Jul-26	257																									
PC-240	Envelope/Waterproofing	20	20	02-Jul-26	30-Jul-26	124																									
PC-250	Canopies (Fuel Station, Wash Bay, & Break Area)	20	20	10-Jul-26	06-Aug-26	217																									
PC-260	Flooring	20	20	10-Jul-26	06-Aug-26	217																									
PC-270	Ceilings (if not packaged with Framing/Drywall)	20	20	10-Jul-26	06-Aug-26	197																									
PC-280	Furniture Package (ODP)	20	20	17-Jul-26	13-Aug-26	112																									
PC-290	Coiling Doors	20	20	17-Jul-26	13-Aug-26	202																									
PC-300	AV Contractor (If not packaged with Electrical)	20	20	17-Jul-26	13-Aug-26	292																									

■ Actual Work      ■ Critical Remaining Work  
■ Remaining Work      ◆ Milestone











# SECTION B

February 5, 2026  
Quote Expiration  
 April 6, 2026

**Bill of Materials and Labor**

Qty	Tag/Loop	Description	Price
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**Bay Laurel Center CDD Engineering Asset Inventory Phase I - Initial System Assessment**

Inframark LLC. is pleased to offer our professional services to Bay Laurel Center CDD for the Engineering Asset Inventory at three (3) facilities.

**Scope of Work:**

Provide on site services to evaluate the PLC/SCADA systems at three (3) facilities (WTP 1, WTP 3 and North Plant). Each facility evaluation will be performed per the initial request for service (copied below).

**Phase 1: Initial System Assessment**

The first step is to begin on-site reviews of what systems are in place. This includes visiting Bay Laurel sites, walking through the control systems and instrumentation, and identifying what is documented versus what is not. Bay Laurel Center will escort the team to the sites and share whatever background information is available. This phase will also include gaining full access to all software and hardware systems, including usernames, passwords, permissions, and licensing where applicable. In addition, the Integrator will reset and configure the site router as needed, so the systems can be accessed remotely for future support.

**Note:** One (1) week is budgeted per facility. Three (3) trips at one (1) week each.

**Note:** Each evaluation will be scheduled.

**Note:** Evaluations cancelled or rescheduled while in progress, resulting in additional trips, will result in additional charges.

**Phase 1 Deliverables:**

- On-site walk through of existing systems
- Inventory of PLC, SCADA, and instrumentation assets
- Identification of undocumented systems, gaps, and risks
- Documentation of software types including version
- High-level snapshot of system condition
- Secured access to all software and hardware systems, including credentials and permissions
- Router reset and configuration to enable remote access

**Note:** A report will be developed and submitted for Phase 1 Deliverables. The report will be in .pdf and submitted via email.

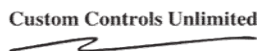


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Advanced Systems.  
Proven Solutions.



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February 5, 2026  
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**Bill of Materials and Labor**

Qty	Tag/Loop	Description	Price
		<b>Project Labor</b>	
One Lot		<b>Project Management, Project Engineering, Electrical Design, Drafting &amp; Administrative Labor</b> (including Travel & Living expenses) to administer the project and perform system design, submittals, and record drawings as required by the Contract Documents.	\$31,020
N/A		<b>OT Labor</b> (including Travel & Living expenses) as required by the Contract Documents.	
N/A		<b>HMI Applications, WaterMinds, &amp; Graphics Labor</b> (including Travel & Living expenses) as required by the Contract Documents.	
N/A		<b>PLC Applications Labor</b> (including Travel & Living expenses) to be performed as required by the Contract Documents.	
N/A		<b>Field Service Labor</b> (including Travel & Living expenses) to provide on site supervision, calibrations, startup, training, etc. as required by the Contract Documents.	
N/A		<b>Electrical, Fire &amp; Security Labor</b> (including Travel & Living expenses) to provide any electrical, fiber optic, fire, or security work as required by the Contract Documents.	
0 Year		<b>Onsite Comprehensive Warranty</b> (including Travel & Living expenses)	
One Lot		<b>Freight</b>	
<b>Subtotal of Project Costs: \$31,020</b>			<b>\$31,020</b>
<b>State Sales Tax - NOT INCLUDED: \$</b>			<b>\$0</b>
<b>Total Project Cost: \$31,020</b>			<b>\$31,020</b>

**General Notes:**

- A **\* Sales Representation \***  
 Jean Mead is the Inframark A&I Regional Sales Manager. Jean can be reached at 863-581-6865 and jean.mead@inframark.com.
- B **\* Technical Advisor \***  
 For technical or scope of supply questions contact Ben Matthews, the Inframark A&I Estimating Manager. Ben can be reached at 863-395-3495 or 863-860-0574 and jmatthews@inframark.com.
- C **\* Installation of Conduit and Wire \***  
 This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.



February 5, 2026  
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Qty	Tag/Loop	Description	Price
D		<p><b>* Equipment Installation *</b>            This quotation <b>DOES NOT INCLUDE</b> physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.</p>	
E		<p><b>* Wiring Terminations *</b>            This quotation <b>DOES NOT INCLUDE</b> field or panel terminations of signal or power wires</p>	
F		<p><b>* Fiber Optics Cable *</b>            This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of Fiber Optic Cable.</p>	
G		<p><b>* Fiber Optic Cable Termination *</b>            This quotation <b>DOES NOT INCLUDE</b> termination or testing of fiber optics cable.</p>	
H		<p><b>* CAT6 Cable Installation *</b>            This quotation <b>DOES NOT INCLUDE</b> any CAT6 cable, CAT6 related components, or the physical installation of CAT6 cable or other related components.</p>	
I		<p><b>* Installation of Communications Towers or Poles *</b>            This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of Communication Towers or Poles.</p>	
J		<p><b>* Contractor License Information *</b>            Inframark's Florida Electrical Contracting License Number is EC13015423.</p>	
K		<p><b>* Order Information *</b>            Any orders resulting from this quotation shall be made out to "Inframark, LLC".</p>	
L		<p><b>* Terms and Conditions *</b>            Inframark, LLC A&amp;I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.</p>	
M.		<p><b>* Performance &amp; Payment Bonds *</b>            If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.</p>	

**Revision Notes:**

Rev. 0 First Issue - 2026-01-16 - JBM



February 5, 2026  
Quote Expiration  
 April 6, 2026

**Bill of Materials and Labor**

Qty	Tag/Loop	Description	Price
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**INFRAMARK, LLC  
 A&I DIVISION TERMS AND CONDITIONS OF SALE**

- 1. Performance of Obligations.** The manner in which INFRAMARK’s obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK’s expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK’s obligations hereunder.
- 2. Term.** The term of this Agreement will commence on the date the last of the parties’ executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.
- 3. Compensation.** The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK’s cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK’s costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.
- 4. Indemnification and Release.** *EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY’S, OR ITS EMPLOYEES’, SUBCONTRACTORS’ OR AGENTS’ NEGLIGENCE.*
- 5. Warranty:** INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK’s responsibility is limited to correction of the defect by, at INFRAMARK’s option, repair or replacement of the defective part, parts, or services. ***Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.*** The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client’s personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.
- 6. Shipment and Loss or Damage to Goods and Materials:** All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.
- 7. Software.** Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client’s organization only. Authorized use includes ability to modify the software, by the Client at the Client’s risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client’s facilities.
- 8. Limitation on Damages.** In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK’S gross negligence or willful misconduct, INFRAMARK’s total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.



February 5, 2026

Quote Expiration

April 6, 2026

**Bill of Materials and Labor**

Qty	Tag/Loop	Description	Price
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9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client’s computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK’s willful or negligent acts or omissions.

10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default. If the Client terminates this Agreement for any reason, including Inframark’s default, the Client shall pay Inframark for all services performed and all parts, materials, and equipment ordered by Inframark up to the effective date of termination. Such payment shall include reasonable overhead and profit if not otherwise included in the price.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.

18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.



Owner: Bay Laurel CDD  
 Project: Engineering Asset Inventory PH 1  
 A&I Quote #: 133297, Rev. 0



February 5, 2026

Quote Expiration  
 April 6, 2026

**Bill of Materials and Labor**

Qty	Tag/Loop	Description	Price
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21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.

23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

**Acceptance of Quote:**

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER/CONTRACTOR:

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

FOR \_\_\_\_\_:

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## ADDENDUM TO INFRAMARK AGREEMENT

### Bay Laurel Center Community Development District Engineering Asset Inventory – Phase 1

This Addendum is incorporated into and modifies the Inframark proposal, quote, and Terms and Conditions (collectively “Agreement”). In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. For the purposes of this Addendum, the term “Contractor” shall mean Inframark, LLC and “District” shall mean Bay Laurel Center Community Development District.

**1. Cybersecurity and System Access.** Because the Services involve access to critical infrastructure, operational technology, and industrial control systems, the Contractor shall implement and comply with industry-recognized cybersecurity practices appropriate for SCADA, PLC, and utility environments, including guidance published by NIST, CISA, AWWA, and ISA/IEC 62443, as may be updated from time to time. Access to District systems shall be limited strictly to the minimum level necessary to perform the Services, and the Contractor shall maintain written records of all system access and provide such records to the District upon request. All system credentials, passwords, keys, and access permissions shall remain the sole property of the District. The Contractor shall store and transmit credentials only through secure methods and shall require multi-factor authentication for any remote access. The Contractor shall not establish persistent or backdoor remote access to any District system and shall not modify routers, firewalls, or network configurations without the District’s prior written approval. Any remote access authorized by the District shall be temporary, fully logged, and disabled immediately upon completion of the Services. The Contractor shall notify the District as soon as reasonably possible after knowledge of any cybersecurity incident, unauthorized access, data breach, or system compromise and shall reasonably cooperate in investigation and remediation efforts.

**2. Ownership of Work Product and Software.** Notwithstanding any contrary provision in the Agreement, all work product created under this engagement, including without limitation all PLC and SCADA configurations, documentation, reports, network diagrams, scripts, software, configuration files, and related materials, shall become the exclusive property of the District upon creation. The Contractor hereby grants to the District a perpetual, irrevocable, royalty-free license to use, reproduce, modify, and provide such materials to future operators, engineers, consultants, and contractors for the operation, maintenance, and improvement of the District’s systems. The Contractor shall deliver all source files, configuration files, and related documentation to the District upon completion of the Services and shall not restrict the District’s use of any deliverables.

**3. Confidentiality and Critical Infrastructure Protection.** The Contractor acknowledges that District facilities, systems, documentation, and data constitute sensitive and critical infrastructure information. The Contractor shall maintain the confidentiality of all non-public information obtained in connection with the Services and shall use such information solely for purposes of performing the Services. The Contractor shall restrict access to such information to authorized

personnel who have a legitimate need to know and shall ensure that such personnel are appropriately trained and vetted. Upon completion or termination of the Agreement, the Contractor shall return or securely destroy all confidential information in its possession; provided, however, that Contractor may retain copies of such confidential information that are stored on Contractor's IT backup and disaster recovery systems until the ordinary course deletion thereof. These obligations shall survive completion or termination of the Agreement.

**4. Limitation of Liability.** Any limitation of liability contained in the Agreement shall not apply to indemnification obligations, or damages arising from gross negligence or willful misconduct. Except as otherwise provided herein, Contractor's aggregate liability shall not exceed the greater of (a) the compensation paid under the Agreement or (b) available insurance proceeds.

**5. Insurance.** The Contractor shall maintain, at its sole expense, commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, professional liability insurance with limits of \$1,000,000 per claim, cyber liability insurance with limits of \$1,000,000 per claim, workers' compensation insurance as required by Florida law, and automobile liability insurance with limits of \$1,000,000 combined single limit. The District shall be named as an additional insured where applicable, and certificates of insurance shall be provided prior to commencement of the Services.

**6. Public Records Compliance.** The Contractor acknowledges that the District is subject to Chapter 119, Florida Statutes, and shall comply with all applicable public records requirements. The Contractor shall maintain public records in accordance with Florida law, shall provide records to the District upon request, shall retain records as required by law, and shall transfer all public records to the District upon completion or termination of the Agreement. Failure to comply with this provision shall constitute a material breach. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT MANAGER'S OFFICE.

**7. Termination for Convenience.** The District may terminate the Agreement at any time for convenience upon written notice. In the event of termination, the District shall pay only for Services satisfactorily performed through the date of termination and accepted by the District. The Contractor shall not be entitled to payment for unperformed work, overhead, anticipated profit, or termination charges.

**8. Return of Access; System Off-Boarding.** Upon completion or termination of the Agreement, the Contractor shall immediately cease all access to District systems, networks, software, and facilities. Within five (5) business days, the Contractor shall confirm in writing that all remote access connections, accounts, credentials, keys, tokens, VPN access, and administrative privileges have been permanently disabled or returned to the District.

The Contractor shall reasonably cooperate with the District and any future contractor or operator in transitioning system access and knowledge. The Contractor shall provide all access logs, system documentation, credential inventories, and configuration information necessary to ensure uninterrupted control and operation of District systems.

The Contractor shall not retain any ability to access District systems after completion or termination of the Agreement.

**9. No Expansion of Scope.** This engagement is limited solely to the Phase 1 Engineering Asset Inventory described in the proposal. Contractor shall not perform additional services, implement system changes, or provide ongoing monitoring or support without a separately executed agreement.

**10. Data Retention and Destruction.** Within ten (10) business days after completion or termination of the Agreement, the Contractor shall return all District data and certify in writing that all copies of District data, credentials, and confidential information in the Contractor's possession or control have been permanently deleted or destroyed, except for records required to be retained by law or that are stored on Contractor's IT backup and disaster recovery systems.

**11. Suspension for Security Concerns.** The District may suspend the Services immediately if the District reasonably and in good faith determines that continued access to its systems or facilities presents a cybersecurity, safety, or operational risk. Contractor shall cooperate fully with any suspension and shall be compensated only for Services satisfactorily performed prior to suspension. Upon resolution of such risk, the suspension shall end and the Services and obligations under this Agreement shall resume.

**12. Deliverables.** Upon completion of the Services, the Contractor shall deliver a complete asset inventory, system documentation, network and architecture diagrams, credential and access documentation, and a final written report in both editable and PDF formats. The Contractor shall participate in a knowledge transfer meeting upon request of the District.

**13. Audit Rights.** The District shall have the right, upon reasonable notice, to audit the Contractor's compliance with the Agreement and this Addendum, including access logs and documentation relating to system access and cybersecurity practices.

**14. Order of Precedence.** This Addendum supersedes any conflicting provision in the Agreement and shall remain in effect for the duration of the engagement and thereafter as applicable.

**15. Sovereign Immunity.** The District is a Florida community development district and public entity created pursuant to Chapter 190, Florida Statutes. Nothing contained in the Agreement shall be deemed or construed as a waiver of the District's sovereign immunity or the limitations of liability set forth in section 768.28, Florida Statutes. The Agreement shall not be construed as a pledge of the District's ad valorem taxing power or as a pledge of any funds beyond those lawfully appropriated and available for this engagement.

**16. Indemnification.**

**17. Venue; Dispute Resolution.** Any dispute arising from the Agreement shall be resolved in a court of competent jurisdiction located in Florida. Any mandatory arbitration provisions contained in the Agreement are deleted.

**18. Public Entity Crimes.** The Contractor represents that it is not on the convicted vendor list maintained pursuant to section 287.133, Florida Statutes. The Contractor further represents that it is not participating in this Agreement on behalf of any person or entity that is on the convicted vendor list. Violation of this provision shall constitute a material breach of the Agreement.

**19. E-Verify Compliance.** The Contractor shall comply with section 448.095, Florida Statutes, regarding the use of the E-Verify system to verify the employment eligibility of employees. The Contractor shall require all subcontractors to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens and that the subcontractor is registered with and uses the E-Verify system.

**20. Assignment.** The Contractor shall not assign, transfer, or subcontract the Agreement or any portion of the Services without the prior written consent of the District, which consent may be withheld in the District's sole discretion.

**21. Compliance with Laws and Permits.** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations, including all applicable safety, environmental, and permitting requirements. The Contractor shall obtain and maintain all licenses, certifications, and permits required to perform the Services.

**22. Independent Contractor.** The Contractor is an independent contractor and shall not be deemed an employee, agent, or representative of the District. The Contractor shall have no authority to bind the District or incur obligations on behalf of the District.

***[SIGNATURES BEGIN ON THE NEXT PAGE]***

***[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]***

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026

OWNER/CONTRACTOR:

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

FOR \_\_\_\_\_:

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# SECTION C

**WATER TREATMENT PLANT NO. 4 (WTP No. 4)  
TEST WELL PROGRAM  
PROFESSIONAL ENGINEERING SERVICES FOR THE  
PLANNING, DESIGN, AND CONSTRUCTION  
ADMINISTRATION SERVICES  
CONTRACT AGREEMENT**

**Client:**  
**Bay Laurel Center Community  
Development District  
5575 SW 67<sup>th</sup> Avenue Road  
Ocala, FL 34474**

**Consultant:**  
**Kimley-Horn and Associates, Inc.  
1700 SE 17<sup>th</sup> Street, Suite 200  
Ocala, FL 34471**

THIS CONTRACT AGREEMENT ("Agreement") with an effective date of March 17<sup>th</sup>, 2026, by and between Bay Laurel Center Community Development District ("BLCCDD"), a special purpose government ("Client") and Kimley-Horn and Associates Inc., Florida Corporate Charter Number 821359, ("Consultant", "Kimley-Horn").

Client and Consultant further agree as follows:

**ARTICLE 1 – PROJECT UNDERSTANDING – SCOPE OF SERVICES**

- A. The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. Please see Exhibit "A" for a detailed description of project understanding and scope of services.
- B. The intent of the Contract Documents is to provide the Client with a complete and functional Project in full compliance with all applicable Local, and State Codes and Regulations, licensing requirements and accepted industry standards. All labor and/or materials required to fully comply with the intent are included under the scope of this Agreement and Consultant's Scope of Work. Any request by Consultant for extra work or materials shall not be approved, as an extra if in the sole opinion of the Client the Work in question is already required in any manner by the Contract Documents. Consultant represents and agrees that it has carefully examined and understands this Agreement and all other Contract Documents, has investigated the nature, locality, and site of the Work and the conditions and difficulties under which the Work is to be performed and that the Consultant enters into this Agreement on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of Client, the owner, or any of their respective officers, agents, or employees.
- C. Consultant agrees to honor the Price from the date of execution of this Agreement through and as set forth in the contract Scope of Work as defined within this Agreement shall remain binding and not

subject to any increase for the contract duration. With Respect to the Work to be furnished by Consultant under this Agreement, Consultant shall be bound to Client by the terms of the Contract Documents.

## **ARTICLE 2 – CLIENT’S RESPONSIBILITIES**

- A. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- B. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- C. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- D. Arrange for access to the site and other property as reasonably required for the Consultant to provide its services.
- E. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- F. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as necessary.
- G. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
- H. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

## **ARTICLE 3 -CONSULTANT’S RESPONSIBILITIES**

- A. The Consultant shall serve as the Client's professional representative in the planning, design, and construction phases of the Project as outlined in Exhibit “A” and shall give consultation and advice to the Client during the performance of its services.
- B. The Consultant shall perform services necessary under this Agreement in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.
- C. The Client's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the Consultant of liability for the technical adequacy of its services nor shall the Client's approval or acceptance of the Consultant' s services be construed as a waiver of any rights under this Agreement.

- D. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the Client caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the Client or any third party. The Consultant shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

#### **ARTICLE 4 – METHOD OF PAYMENT**

- A. Subject to the terms, conditions and requirements set forth in this Agreement, payments with respect to Work properly performed by Consultant pursuant to this Agreement shall only be made to Consultant in strict accordance with the proper invoice and timely submission; it being understood and agreed that Consultant shall not be entitled to payment other than in accordance with said invoices and Consultant shall not invoice or otherwise request payment from Client other than in accordance with the agreed upon price. Consultant shall only be paid upon proper satisfactory performance of its Work.
- B. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- C. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt. Client shall have the right to withhold payment for services that Client reasonably believes have not been performed in accordance with this Agreement.
- D. Consultant acknowledges that Client is a special-purpose unit of local government and payment is subject to annual appropriation and availability of funds. Nothing in this Agreement requires Client to levy or pledge taxes to pay amounts due under this Agreement. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- E. As often as requested by Client and as a condition precedent to payment, Consultant shall submit proof of Consultant's payment to all entities claiming through Consultant, who furnished labor, materials, services, or equipment in connection with the Project during the period of the prior application for payment by affidavit.
- F. Any payment made pursuant to this Agreement shall not be construed as evidence of performance by Consultant. Further, any and all payments made hereunder, be it a partial or final payment shall not be construed to be an acceptance of defective work, improper materials, or the performance of the

Consultant's obligations under this agreement.

- G. Notwithstanding anything contained in this Agreement, a payment shall not be considered due and owing to the Consultant, and the Client shall not be obligated to make any payment, either partial or final so long as the Client reasonably believes any one of the following conditions precedent to payment exist or may occur:
1. Consultant has failed to perform any of its obligations under the Contract Documents;
  2. Any part of a payment requested by Consultant is attributable to Work which is defective or was not performed in accordance with the Contract Document; provided, however, if severable, payment shall be made as to the part of the Work which appears to be properly performed after allowance for the cost and impact of correcting the defective part of the Work, as estimated or determined by Client; or
  3. Consultant has failed to make payment promptly to any potential lien or bond claimants;

#### **ARTICLE 5 – CHANGES AND CLAIMS**

- A. Client reserves the rights to, at any time, make changes, substitutions, additions, deletions, or deviations in the Work (the "Changes") to be performed under this Agreement at any time by written order and without notice and in such event, Consultant shall promptly perform this Agreement as changed. Any increase or decrease in Consultant's price resulting from the change shall be subject to Client's prior approval in writing. Before proceeding with any Changes, Consultant must first obtain a written Change Order signed by an authorized representative of Client. No changes are valid, and Client is not liable to Consultant for extra work or materials furnished, except upon written order signed by Client and signed by Consultant; it being understood and agreed that Consultant and Client cannot rely on verbal notice.

#### **ARTICLE 6 – OPINIONS OF COST**

- A. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

#### **ARTICLE 7 – CONSTRUCTION COST**

- A. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of Consultant to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

## **ARTICLE 8 – SCHEDULE FOR RENDERING SERVICES**

### **A. Commencement**

1. Consultant is authorized to begin rendering services as of the effective date of this agreement.

### **B. Time for Completion**

1. Consultant shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed shall be agreed upon in writing.
2. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
3. If Client authorizes changes in the scope, extent, or character of the Project or Consultant's services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
4. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 9 – GENERAL CONSIDERATIONS**

### **A. Standards of Performance**

1. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
2. **Technical Accuracy:** Client shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
3. Consultant may retain such Sub-consultants as Consultant deems reasonably necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client at no additional cost to the Client.
4. Subject to the standard of care set forth in Paragraph 1 above, Consultant and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

5. Consultant and Client shall comply with applicable Laws and Regulations.
6. Consultant shall comply with any and all policies, procedures, and instructions of Client that are applicable to Consultant's performance of services under this Agreement and that Client provides to Consultant in writing, subject to the standard of care set forth in Article 9 Paragraph A.1, and to the extent compliance is not inconsistent with professional practice requirements.
7. Consultant shall not be required to execute certifications, sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain, that relate to facts of which Consultant does not have actual knowledge, or are inaccurate. Client agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such document.
8. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.
9. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
10. Consultant shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Consultant or its Sub-consultants.
11. While at the Site, Consultant, its Sub-consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Client's safety programs of which Consultant has been informed in writing.

#### B. Use of Documents

1. The Client shall be provided all completed documents and related modeling developed in the scope of this Agreement provided that the Client shall comply with all obligations under this Agreement.
2. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to reproduce the Consultant's completed drawings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the Project, provided that the Client shall comply with all obligations under this Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's Sub-consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Client to authorize other similarly credentialed design

professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. Any re-use of the Instruments of service for purposes other than related to this Agreement, by Client or those authorized by Client, shall be at their sole risk and without liability to Consultant.

3. All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and shall become the property of the Client and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

#### **ARTICLE 10 – CONFIDENTIALITY**

- A. The Consultant shall be required to obtain written approval from the Client for consent to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall maintain the confidentiality of that material.

#### **ARTICLE 11 – CERTIFICATIONS**

- A. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

#### **ARTICLE 12 – STAFFING**

- A. Consultant acknowledges that continuity of staffing is important to the Client for the duration of the Project. Accordingly, Consultant agrees to assign the following key staff to the Project. No substitution will be made to the assigned key staff without the written consent of the Client, provided the identified staff members remain employed by the Consultant:

PROJECT ROLE: James E. "Trey" Clayton, PE – Project Manager

#### **ARTICLE 13 – INSURANCE**

- A. Unless identified otherwise in the Consultant's Scope of Work, Consultant shall maintain the insurance coverage in accordance with the attached Exhibit C.

## **ARTICLE 14 – HAZARDOUS SUBSTANCES AND CONDITIONS**

- A. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is addressed in accordance with professional standards.

## **ARTICLE 15 – DEFAULT**

- A. If Consultant files a petition in bankruptcy, or a petition is filed against it, or a receiver is appointed for it, or it makes an assignment for creditors or is subject to an insolvency proceeding of any kind, Consultant may be declared in default of this Agreement and Client may exercise any of its rights under this Article, including termination of this Agreement.
- B. In connection with work performed under this Agreement, if Consultant without just cause fails to pay any subcontractor or subconsultant as prescribed in this Agreement, or if Consultant fails promptly and diligently to prosecute its work, or to pay for all labor, material or supplies used by Consultant, or to comply with any time or performance standards, pursuant to this Agreement or the Contract Documents, or to supply sufficient skilled workmen to execute Consultant's Work or properly to coordinate Consultant's Work with that of other contractors, or to maintain the insurance required under this agreement, or to withhold all taxes or contributions required by federal or state law, or to comply with any other agreement to which Consultant and Client are parties, or to prosecute Consultant work because of strikers, picketing or disputes with any individual laborer or labor group, organization or corporation, or if Consultant breaches any other provision of this Agreement or any provision of any other contract or agreement between Client and Consultant, Client may declare Consultant in default of this Agreement and exercise the Client's rights under this Agreement and / or terminate immediately the engagement of Consultant in connection with this Agreement.
- C. If written notice of default is given to the Consultant, except under subparagraph A above, and Client, in Client's sole and absolute discretion grants Consultant the right to cure such default, Consultant may correct the default within the time specified within the written notice of default. If correction is accomplished to the satisfaction of Client (in Client's sole and absolute discretion), this Agreement shall remain in force.
- D. If Client declares a default by Consultant or terminates the engagement of Consultant in connection with all or any Notice to Proceed, Client may contract with another to complete Consultant's Work and may take possession of all work of Consultant on the Project to complete Consultant's Work. The cost of completion for work in connection with this Agreement shall be deducted from any money due or to become due Consultant for such Work.
- E. If Consultant has been declared to be in default, Client may retain a sufficient sum to protect itself from any lien, claim, or demand asserted against Client by a third party arising out of Consultant's work until such claim is satisfied.

- F. Any waiver of a default or breach of any provision of this Agreement shall not be deemed a waiver of another or subsequent default or breach. Client may, in its discretion, declare Consultant in default of this Agreement and exercise its rights under this Article, with all other rights and obligations under this Agreement remaining in full force and effect.
- G. Any default by Consultant under any other Agreement with Client, whether or not related to the Project, shall also constitute a default under this Agreement, if Consultant does not cure default after 30 days written notice, Client may take any action available to Client under this Agreement, including termination of this Agreement.
- H. Notwithstanding anything herein to the contrary, Client may also at any time, and shall without cause, terminate all or any part of the Work to be performed by Consultant in connection with this Agreement by giving written notice to Consultant specifying the Work to be terminated and the effective date of termination. Consultant shall continue to perform any part of the Work not terminated. If all or part of Consultant's Work is so terminated, Client shall incur no liability to Consultant by reason of such termination, except that Consultant shall only be entitled to reimbursement for the value of the quantity of the Work performed, incorporated, and accepted up to the date of termination.

#### **ARTICLE 16 – DISPUTES**

- A. Although drawn by Client, this Agreement has been negotiated by and between Client and Consultant at arm's length, each having equal opportunity to determine the form and substance hereof, and therefore in interpreting the provisions of this Agreement, neither party shall be deemed the scrivener hereof, and in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.
- B. In the event any provision in this Agreement is declared null and void by a court of law, the remainder of the Agreement shall remain valid and in full force, having been unaffected by the nullification of any other provision.
- C. In the event of an inconsistency between the terms of this Agreement and the terms of other Contract or Contract Documents, the terms of this Agreement shall take precedence. If this clause does not resolve an inconsistency, then the stricter, greater or higher best quality requirement or earlier performance time shall govern. If any of the terms of any exhibits, schedules, addenda or modifications conflict with any of the terms of this Agreement, then the provisions of this Agreement shall control.
- D. This Agreement may not be changed, modified, or amended in any way that results in a waiver by the Client of its Right to Sovereign Immunity. Any modification or amendment that is permitted shall only be by a written instrument that has been signed by all parties hereto.

#### **E. THE PROVISIONS OF CHAPTER 558.0035 FLORIDA STATUTE SHALL APPLY TO THIS AGREEMENT.**

## **ARTICLE 17 - ATTORNEYS' FEES**

- A. IN ANY MEDIATION, LITIGATION, OR DISPUTE BETWEEN CONSULTANT AND CLIENT, REGARDLESS OF WHO INITIATED THE LITIGATION OR DISPUTE, EACH PARTY SHALL PAY THEIR OWN ATTORNEYS' FEES AND COSTS INCURRED IN THE RESOLUTION OF THE DISPUTE, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED AT THE MEDIATION, NEGOTIATION, PRE-LITIGATION, PRE-TRIAL, TRIAL, AND APPELLATE LEVELS.

## **ARTICLE 18 - ENTIRE AGREEMENT**

- A. This Agreement and the Contract Documents contain the entire agreement between the parties, and no prior written or oral proposal, agreements, representations, or statements made by any of the Client's officers or agents before execution of this Agreement are valid unless the representation or statement is contained in this Agreement. Captions of articles are for convenience and are not part of this Agreement. Singular number and masculine gender are used in this Agreement and include any number and gender as the context may require.

## **ARTICLE 19 - THIRD PARTY BENEFICIARY**

- A. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

## **ARTICLE 20 – COMPLIANCE WITH E-VERIFY SYSTEM**

- A. The Consultant shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes, and Section 448.09(1), Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Section 448.095, Florida Statutes, the Consultant shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. To confirm compliance, the Consultant agrees to provide the District with a Certificate from the E-Verify system or other proof of enrollment from the E-Verify system that is acceptable to the Client.

## **ARTICLE 21 – NOTICE**

- A. When this Contract provides for notice, it shall be given (a) in writing by registered or certified mail (or other commonly recognized courier service with confirmation of delivery and receipt), addressed to the person as designated in this Article.

Notice to Consultant shall be given at:

Kimley-Horn and Associates, Inc.  
1700 SE 17<sup>th</sup> Street, Suite 200  
Ocala, FL 34471  
BLCCDD  
5575 SW 67<sup>th</sup> Avenue Road  
Ocala, FL 34474

Notice to Client shall be given at:

Notice to Attorney shall be given at:

Colen & Wagoner, P.A.  
1756 N. Belcher Road  
Clearwater, FL 33765

- B. Notice addresses may be changed by notice in writing given by the proper party. Unless otherwise specifically provided, forty-eight (48) hours' notice shall be given.

## **ARTICLE 22 – INDEMNIFICATION**

- A. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Client, its supervisors, officers, employees, agents, attorneys, consultants, and representatives (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorneys' fees and costs at the pre-suit, trial, and appellate levels, arising out of, resulting from, or relating to the negligent acts, errors, omissions, recklessness, or intentionally wrongful conduct of Consultant, its employees, agents, or subconsultants in the performance of services under this Agreement. The obligations of this Article shall apply to claims brought by any person or entity, including employees of Consultant and its subconsultants. Nothing in this Agreement shall be deemed to require the Client to indemnify the Consultant. Nothing contained herein shall be construed as a waiver of the Client's sovereign immunity or an increase in the limits of liability beyond those provided in section 768.28, Florida Statutes.

The provisions of this Article shall survive completion of the services and termination of this Agreement.

## **ARTICLE 23 – TERMINATION**

- A. In the event of substantial failure of either party to perform in accordance with the terms of this Agreement, either party may terminate its obligation to provide further services under this Agreement by either party upon seven (7) days' written notice to the other party. If the terminating party wishes, it may extend its notice of termination from seven (7) days to thirty (30) days. In such event, Consultant's damages for termination are strictly limited to the recovery of unpaid sums for labor, materials or services, which, at the time of termination, have been incorporated into the Project. Notwithstanding any provision of this Agreement to the contrary, Consultant shall not be entitled to the recovery of sums for labor, materials or services not yet rendered.
- B. No waiver of a default or breach of any provision of this Agreement shall be deemed a waiver of another or subsequent default or breach.
- C. This Section shall in no way limit Client's other rights and remedies under this Agreement. All rights and remedies provided for in this Agreement are cumulative to each other and without prejudice to any and all other remedies available at law or in equity.

- D. Upon receipt of notice of termination, Consultant shall, in good faith, and to the best of its ability, do all things necessary to assure the efficient, proper closeout of the terminated work. Consultant shall:
1. Stop the Work on the date and to the extent specified in the notice of termination;
  2. Place no further orders or contracts for services, equipment or materials except as may be necessary for completion of such portion of the Work as is not terminated;
  3. Terminate all orders and contracts to the extent they relate to the performance of the Work terminated by the notice of termination;
  4. Assign to Client, in the manner and to the extent directed by it, all of the right, title, and interest of Consultant under the orders or contracts so terminated, in which case Client shall have the right to settle or pay any or all claims arising out of the termination of such orders or contracts;
  5. Deliver to Client, when and as directed by Client, all documents and property, which, if the Work had been completed, Consultant would be required to account for or deliver to the Client, and transfer title to such property to Client to the extent not already transferred;
  6. As a condition precedent to the obligation to make payment by Client to Consultant of any amount due hereunder, Consultant shall provide waiver(s) of lien and final release executed by Consultant, any and all vendors, material men, laborers, subcontractors or any other entity claiming monies due on this project under an order given by Consultant, in such form as required under Florida law.
  7. In no event shall Consultant be entitled to any damages, including but not limited to, incidental or consequential damages, or anticipatory profit for any termination under this Section.

#### **ARTICLE 24 – FEES**

- A. Refer to Exhibit “B” for the fee schedule and Consultant hourly rate schedule.

#### **ARTICLE 25- PUBLIC RECORDS**

- A. Public Records. The Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. The Consultant acknowledges that the designated public records custodian for the District is:

District Manager  
Bay Laurel Center Community Development District  
5575 SW 67th Avenue Road  
Ocala, Florida 34474  
Telephone: (352) -414-5454

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER OR ADDRESS LISTED ABOVE.

B. The Consultant shall:

1. Keep and maintain public records required by the District to perform the services.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Consultant or keep and maintain public records required by the District to perform the services. If the Consultant transfers all public records to the District upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records.

For the Client:

For the Consultant:

Bay Laurel Center Community Development District

Kimley-Horn and Associates, 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: \_\_\_\_\_

## EXHIBIT “A”

### Project Understanding

- A. The Bay Laurel Center Community Development District (“BLCCDD or the “District”) intends to construct a new water treatment plant (WTP) named Water Treatment Plant No. 4 on portions of Parcel #35300-000-14 and 35416-000-00, currently owned by On Top of the World Communities LLC (OTOW) and Kenneth D. Colen, respectively. The intended raw water supply source is groundwater from the Upper Floridan aquifer (UFA) or Lower Floridan aquifer (LFA). Prior to beginning design and construction of the new WTP, the District will construct a new UFA or LFA groundwater well to confirm acceptable water quality and production potential. In support of this effort, the District requested Kimley-Horn to provide the following services:
1. Develop a Southwest Florida Water Management District (SWFWMD) well program and aquifer performance test for one UFA and one LFA well.
  2. Prepare UFA, LFA, and monitoring well construction details, construction plans, and specifications for the construction of the wells per the approved test well program.
  3. Provide professional geological services during well construction and aquifer performance testing.
  4. Prepare a test well report upon completion of the well construction and APT for submittal and review by SWFWMD.
  5. Perform groundwater modeling based on testing well results suitable for submittal to SWFWMD and the St. Johns River Water Management District (SJRWMD).
- B. Kimley-Horn understands the following special considerations:
1. The well construction permits will be the Contractor’s responsibility.
  2. No permitting is included in Kimley-Horn’s scope of work.
  3. The test wells will be constructed to potable supply standards and will be located in the general locations as shown on the Issued for Construction Plans for the BLCCDD WTP Phase 1 Construction Plans.
  4. The well will be sized to support the quantities determined in the BLCCDD Integrated Water Resource Master Plan (IWRMP).

### Scope of Services

#### Task 1 – Test Well Program Development

- A. Kimley-Horn will coordinate with the SWFWMD to discuss the District’s plans to develop a UFA and LFA potable water supply source at the proposed location and to confirm the SWFWMD test well permitting and sampling requirements.
- B. Kimley-Horn will prepare a well construction and testing program narrative (Test Well Program) for review and acceptance by the SWFWMD, including coordination with the St. Johns River

Water Management District (SJRWMD) as reasonably required by SWFWMD. Kimley-Horn understands that the Test Well Program will consist of the preliminary design requirements for a UFA and LFA well, water quality sampling program during well construction, water quality and production testing program after construction, and engineering report requirements. Kimley-Horn will respond to three (3) SWFWMD request for additional information regarding the Test Well Program submittal. The SWFWMD Test Well Program acceptance letter will serve as the SWFWMD “permit” for well construction.

- C. Kimley-Horn will prepare for and attend a project kick-off meeting with the BLCCDD to discuss the project objectives, schedule, and work plan. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.
- D. Kimley-Horn will prepare for and conduct meetings with the BLCCDD to review specific design elements and operational preferences for incorporation into the project.
- E. Kimley-Horn will conduct internal work plan reviews and progress meetings to ensure project schedule and budget are being met.
- F. Kimley-Horn will coordinate with project sub-consultants and conduct sub-consultant task progress meetings along with schedule and budget reviews throughout the project.
- G. Kimley-Horn will maintain records of meetings, permit submittals, design files, project construction documents, contracts, and all other project record information for future reference during the project and for a time period as reasonably required by law after project completion. Kimley-Horn will provide the BLCCDD with electronic records of permit applications, project construction plans, client approvals, Contractor pay requests, shop drawings, as-built record drawings, and specification submittals upon project completion.
- H. Kimley-Horn will provide project management, project accounting, general coordination, deliverable production, including ordinary expenses such as printing, mailing, travel, and other typical administrative expenses throughout the project.

#### Task 2 – Construction Plans and Specifications

- A. Kimley-Horn will prepare well construction plans and specifications for a UFA and LFA potable water supply well, provisions for a temporary discharge location during well performance testing, and surficial aquifer piezometer wells (as required by the approved test well plan). The UFA and LFA well will be designed to meet the requirements of the Florida Department of Environmental Protection (FDEP) and SWFWMD for public supply wells. The specifications will include the approved SWFWMD Test Well Program. Kimley-Horn will assist the District with obtaining permission for accessing and constructing the temporary discharge site on private property. Access and construction permission assistance will be limited to up to three rounds of correspondence with the property owner and submittal of a letter agreement for temporary permission for access/construction. The District will coordinate with the SWFWMD to add the new well location to the existing District Water Use Permit (WUP) as a “test well”.
- B. Kimley-Horn will prepare and submit SWFWMD Test Well Request and respond to requests for additional information as needed. Marion County special use permit and zoning/land use modifications are not included in this scope of services.

- C. Kimley-Horn will assemble construction plans and specifications to be included in the District's bid packages. The District will prepare and advertise the Bid Notification. The District will conduct a pre-bid meeting with prospective bidders. Kimley-Horn will attend the pre-bid meeting and assist with response to Contractor's request for information. The District will administer distribution of the bid packages and maintain a log of the issued bid packages.
- D. Kimley-Horn will prepare 60% plans to be submitted to the BLCCDD for review and comment. Kimley-Horn will review and address comments in the 90% submittal.
- E. Kimley-Horn will prepare 90% plans and specifications in accordance with the 60% review comments. The 90% plans will be submitted to the BLCCDD for official review and comment. Kimley-Horn will review and address comments in the 100% (final) submittal.
- F. Kimley-Horn will prepare 100% (final) plans and specifications in accordance with the 90% review comments. The 100% plans will be submitted to the BLCCDD for review and final acceptance. Kimley-Horn will review comments with BLCCDD staff and address comments in the 100% (final) submittal.
- G. It is assumed that this task will not require any permitting requirements, including a Marion County Special Use Permit or modification to BLCCDD's WUP. Modifications to BLCCDD's WUP will be made under a separate task after completion of test wells.
- H. Kimley-Horn will provide the BLCCDD and the Contractor with copies of all approved permits and prepare required certifications of completion as needed for the work covered by each permit.

Task 3 – Construction Administration Services

- A. Kimley-Horn will provide professional construction phase services as specifically stated below and based on the following assumptions. Services beyond the anticipated 29-week construction duration are not included but can be provided with an approved project amendment. Anticipated UFA/LFA well construction duration – 203 calendar days (29 weeks):
  - 1. Mobilization/permitting – 21 days (3 weeks)
  - 2. Monitoring Well Construction – 21 days (3 weeks)
  - 3. UFA well construction – 56 days (8 weeks)
  - 4. UFA testing – 7 days (1 week)
  - 5. LFA well construction – 84 days (12 weeks)
  - 6. LFA testing – 7 days (1 week)
  - 7. Demobilization/restoration/project closeout – 7 days (1 week)
- B. Pre-Construction Conference: Kimley-Horn (along with subconsultants) will conduct a Pre-Construction Conference prior to commencement of Work at the Site. Kimley-Horn will provide complete sets of project documents along with copies of the appropriate permits, notices, and documents. Kimley-Horn will prepare a Notice to Proceed for issuance by the BLCCDD.
- C. Construction Progress Meetings: Kimley-Horn will conduct alternating (in-person/conference call)

bi-weekly construction progress meetings during the duration of construction (For up to 14 meetings) with the BLCCDD and Contractor. Meeting agenda topics will include project schedule reviews, status updates, and look ahead reviews.

- D. Engineering project manager of 4 hours per week (average) for the anticipated 29-week construction duration. Project manager/construction coordination includes shop drawing reviews, change order processing, plans interpretations, bi-weekly project meetings, and project management.
- E. Professional geologist (PG) services for well construction observations, 16 hours per week (average including travel time) for an estimated 20-week active well construction. The PG observations are necessary to document the sub-surface lithology, observe well testing during construction, and identify appropriate well termination depths. Collection of the samples will be the responsibility of the Contractor during construction.
- F. PG observations and coordination during the aquifer performance testing during the estimated 2-week testing period. The PG will be on-site to direct the performance test, collect test data, and direct modifications to the test procedure as needed. Kimley-Horn will reduce and analyze the water quality and production test data collected during the performance testing collected by the subconsultant and make recommendations for collection of additional test data if needed. Kimley-Horn will prepare a test well report meeting the requirements of the SWFWMD approved test well program. A draft copy of the report will be provided to BLCCDD for review and comment. Kimley-Horn will respond to the District's comments and submit a final signed and sealed report to the SWFWMD and BLCCDD. If needed, Kimley-Horn will respond to SWFWMD comments and provide the BLCCDD and SWFWMD with signed and sealed copies of the revised report.
- G. Following the initial construction and testing as outlined by the approved test well program, Kimley-Horn will perform groundwater modeling analysis for the District's wellfields, utilizing the DWRM Version 4 groundwater flow model prepared for SWFWMD by Environmental Simulations, Inc. (ESI). The analysis will attempt to meet the compliance and recovery strategy of both SWFWMD and the St. Johns River Water Management District (SJRWMD) as well as evaluate the leakance between the UFA and LFA and provide SWFWMD and SJRWMD with improved model parameters based on aquifer performance test data collected as part of the test well program.
- H. Clarifications and Interpretations: Kimley-Horn (along with subconsultants) will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations determined to be reasonably necessary of the Contract Documents to Contractor as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by BLCCDD.
- I. Change Orders: Kimley-Horn (along with subconsultants) will review and make recommendations related to Change Order requests submitted or proposed by the Contractor.
- J. Shop Drawing: Kimley-Horn (along with subconsultants) will review and approve or take other appropriate action in respect to shop drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety

precautions and programs.

- K. Substitutes and “or-equal.”: Kimley-Horn (along with subconsultants) will evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- L. Kimley-Horn will monitor construction progress in relation to the approved construction schedule and provide all parties with schedule updates.
- M. Substantial Completion: Kimley-Horn (along with subconsultants) will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with BLCCDD and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except those identified on a final punch list.
- N. Closeout Coordination: Kimley-Horn (along with subconsultants) will prepare permit close-outs for the affected regulatory agencies and provide written confirmation to the BLCCDD for their records.
- O. Final Notice of Acceptability of the Work: Kimley-Horn (along with subconsultants) will conduct a final site visit to determine if the completed work is performed in accordance with the Contract Documents and the final punch list.
- P. Record Drawings and Project Documentation: Kimley-Horn (along with subconsultants) will review construction records, Operations and Maintenance manuals, and “as-built” record drawings provided by the Contractor.
- Q. Kimley-Horn will review and process Contractor’s applications for payment and make payment recommendations to the BLCCDD.

#### Task 4 – Additional Groundwater Modeling (As Required)

- A. District Wide Regulation Model (DWRM)
  - 1. Kimley-Horn will perform groundwater modeling analysis for the District’s wellfields, utilizing the DWRM Version 4 groundwater flow model prepared for SWFWMD by Environmental Simulations, Inc. (ESI). The model will be used to evaluate potential impacts and feasibility of permitting the proposed increase in groundwater withdrawal.
  - 2. Kimley-Horn will define the modeling requirements during the pre-application meeting with SWFWMD. The corresponding model results will be used to evaluate impacts to sensitive environmental receptors and other legal users of the groundwater resource.
- B. NFSEG Model (If Required)
  - 1. If required by SWFWMD, Kimley-Horn will perform groundwater modeling analysis for the District’s wellfields utilizing the North Florida Southeast Georgia (NFSEG) Version 1.1 groundwater flow model published by the St. John’s River Water Management District (SJRWMD). The model will be used to evaluate potential impacts and feasibility of permitting the proposed increase in groundwater withdrawal.

**Exhibit “B”  
Water Treatment Plant No. 4 (WTP No. 4)  
Test Well Program  
Engineering Fees**

Kimley-Horn will perform the services in listed in Tasks 1-4, described in Exhibit “A”, for the fees described below.

Task	Fees
Task 1 – Test Well Program Development	Lump Sum \$67,500.00
Task 2 – Construction Plans & Specifications	Lump Sum \$27,500.00
Task 3 – Construction Administration Services	Lump Sum \$116,200.00
Task 4 – Additional Groundwater Modeling (If Required)	Hourly

**Kimley-Horn and Associates, Inc. Hourly Rate Schedule**

Classification	Rate
Analyst I	\$150 - \$190
Analyst II	\$195 - \$245
Professional	\$245- \$275
Senior Professional I	\$290 - \$355
Senior Professional II	\$380 - \$440
Senior Technical Support	\$135 - \$315
Technical Support	\$110 - \$190
Support Staff	\$100 - \$165
Internal Reimbursable Expenses will be charged at 5% of Labor Billings External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract Sub-Consultants will be billed per the Contract <small>BR00PURE.A.001</small>	



5575 SW 67th Avenue Road  
Ocala, FL 34474  
(352) 414-5454

## Vendor Requirements

### Insurance Requirements for Professional Services Firms

Each contractor must provide a current Certificate of Insurance which reflects the following:

**1. General Liability** – Minimum Limits of:

- \$1,000,000 Each Occurrence**
- \$2,000,000 General Aggregate – Per Project**
- \$2,000,000 Products/Completed Operations Aggregate**
- \$1,000,000 Personal Injury**

**2. Professional Liability Coverage for Architects, Lawyers, Accountants, and Other Professional Vendors** – Minimum limit of \$1,000,000 each claim.

Your professional liability insurance policy shall name Bay Laurel Center Community Development District (BLCCDD) and its affiliated entities and their officers, directors, and employees as additional insured's. All policies shall contain a **30 day notice of cancellation** for any reason, except 10 days for nonpayment of premium.

The Certificate of Insurance shall contain the following language in the Comments Section:

“Bay Laurel Center Community Development District (BLCCDD), their officers, directors, and employees are named as additional insured's on the professional liability policy. BLCCDD shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except 10 days for nonpayment of premium.”

**3. Workers' Compensation Insurance** – Statutory for Florida

Employers Liability – Minimum limit of \$500,000 for each accident, \$500,000 for disease for each employee, and \$500,000 for disease-aggregate.

**4. Financial Rating of Insurance Companies** – All insurance companies must have a financial rating of **A- or higher** by A.M. Best. They must also be **VII or larger**, as determined by A.M. Best.

5. The Certificate of Insurance, reflecting the requirements outlined above, shall be either mailed or emailed to:

Bay Laurel Center Community Development District  
Accounts Payable  
5575 SW 67<sup>th</sup> Avenue Road  
Ocala, FL 34474  
Email: [bayinfo@blccdd.com](mailto:bayinfo@blccdd.com)  
Phone: 352-414-5454

5. A copy of your current County Occupational License (in the county where work is being performed).
6. A completed W-9 Form (a blank form is attached).
7. A signed Acknowledgement of Receipt of our Business Ethics Policy (Policy and Acknowledgement attached).

---

**PLEASE PROVIDE THIS DOCUMENTATION PRIOR TO COMMENCEMENT  
OF WORK, SO AS NOT TO DELAY OR INTERRUPT THE PROCESSING OF  
YOUR INVOICES FOR PAYMENT.**



5575 SW 67th Avenue Road  
Ocala, FL 34474  
(352) 414-5454

## **BUSINESS ETHICS EXPECTATIONS**

The purpose of this document is to affirm Bay Laurel Center Community Development District and its related entities (herein after referred to as the “Company”) standard of ethical conduct in regards to outside vendors, contractors, and other business enterprises.

All individuals doing business with and for the Company will work with integrity. The Company’s employees and associates, or independent contractors shall not seek or accept for themselves or others any gifts, favors, entertainment, or payments. Nor shall they seek or accept personal loans from persons or business organizations that do or seek to do business with or in competition with the company. The Company expects that you and your organization or business or subcontractors of your organization will comply with the intent of this document. A strict understanding is anticipated.

The revelation or disclosure of confidential information, data on decisions, plans, or any other information that might be contrary to the interest of the Company without prior authorization, is prohibited. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited.

Any violation of the Company’s expectations will subject the vendor(s), contractor(s), and/or other business enterprise(s) to potential punitive damages up to and including cancellation of contractual agreements. When questions arise concerning any aspect of this document, contact the District Manager’s office.



5575 SW 67th Avenue Road  
Ocala, FL 34474  
(352) 414-5454

## **Business Ethics Expectations Acknowledgement & Agreement**

**I acknowledge** that I have received a copy of Bay Laurel Center Community Development District's (the "Company") Business Ethics Expectations. I have read it thoroughly. I understand that as a vendor, subcontractor, or business enterprise that seeks to conduct business with the company, I and my business associates must maintain the highest ethical standards in our relationship with the Company and its employees.

In particular, I understand the expectations as pertains to gifts, favors, entertainment, payments, and potential conflicts of interest developing from a relationship with employees or others.

**I agree** to abide by the terms and conditions set forth in the Bay Laurel Center Community Development District Business Ethics Expectation document.

**Company Name:** \_\_\_\_\_

**Representative Name:** \_\_\_\_\_

**Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Sign & Return to Accounts Payable

# SECTION V

# SECTION A



March 2, 2026

Mr. Kenneth D. Colen  
Chairman  
Bay Laurel Center Community Development District  
8470 SW 79<sup>th</sup> Street, Suite 3  
Ocala, FL 34474

Re: ***Professional Services Agreement; Consulting Engineer's Annual Report 2025-2026***

Dear Mr. Colen:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Bay Laurel Center Community Development District (the "District" or the "Client") for providing engineering services for the Consulting Engineer's Annual Report 2025-2026 (the "Project").

***Project Understanding***

The District requested Kimley-Horn to prepare the Consulting Engineer's Annual Report for Fiscal Year (FY) 2025-2026. The District owns, operates, and maintains utility infrastructure within and surrounding the "On Top of the World" (OTOW) community, providing utility service to residential and commercial customers. The District issued Series 2011 Water and Sewer Revenue Bonds and Series 2022A Water and Sewer Revenue Refunding Bonds to purchase water, wastewater, and reclaimed water assets that were previously leased.

The Trust Indenture associated with the Series 2011 and Series 2022A Bonds is between the District and the U.S. Bank National Association, as Trustee requires the District to employ an independent consulting engineer annually to inspect the District's water, wastewater, and reclaimed water utilities system (collectively the "System"), and provide an annual report.

***Scope of Services***

Kimley-Horn will provide the services specifically set forth below.

**Task 1 – Consulting Engineer's Annual Report 2025-2026**

- A. Kimley-Horn will conduct field inspections of the visible above-ground assets of the System. The field inspections are not intended to be exhaustive and will provide a general walk-through assessment of the facilities and equipment, primarily including water treatment facilities, wastewater treatment facilities, storage and pumping facilities, and wastewater lift stations.
- B. Kimley-Horn will prepare the Consulting Engineer's Annual Report for FY 2025-2026 (the "Report"). The Report will generally follow the outline of previous reports prepared for the District and will set forth the findings as to whether the System has been maintained in good repair, working order, and condition. Additionally, the Report will include recommendations for the following:
  - 1) Proper maintenance, repair, and operation of the System during the ensuing FY, and an estimate of the amount of money necessary for such purposes.

- 2) Insurance to be carried under the provisions of Sections 11.09 and 11.10 of the Trust Indenture.
- 3) Amount that should be deposited monthly during the ensuing FY to the credit of the Renewal and Replacement (R&R) reserve fund to make the amount therein equal to the R&R reserve recommended by the consulting engineer for the payment of major nonrecurring expenses.

### **Schedule**

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

### **Fee and Expenses**

Kimley-Horn will complete the above Scope of Services for a lump sum fee of \$25,000, inclusive of expenses.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Lump sum fees will be invoiced monthly based on the overall percentage of services performed. Payment is due within 25 days of receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**[This space is intentionally left blank.]**

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT**.

To expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in an Adobe PDF format. A paper invoice can be provided via USPS upon request. Please provide the following information:

Please email all invoices to bayinfo@blccdd.com

Please copy bryan\_schmalz@blccdd.com

If you concur in all the foregoing and wish to direct us to proceed with the services, please have an authorized person sign this Agreement and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,  
KIMLEY-HORN AND ASSOCIATES, INC.

  
By: Philip Heath Smith, PE  
Project Manager

  
Gene Losito, PE  
Vice President

Attachments: Request for Information; Standard Provisions

BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT

  
(By: Signature)

George Flint  
(Name)

District Manager  
(Title)

gflint@qmscfl.com  
(Email)

## REQUEST FOR INFORMATION

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project.

### Client Identification

Full, Legal Name of Client	Bay Laurel Center Community Development District			
Mailing Address for Invoices	8470 SW 79 <sup>th</sup> Street Road, Suite 3 Ocala, FL 34481			
Contact for Billing Inquiries	Bryan M. Schmalz			
Contact's Phone and e-mail	(352) 414-5454 x 4105 / bryan_schmalz@blccdd.com			
Client is (check one)	Owner	<input checked="" type="checkbox"/>	Agent for Owner	<input type="checkbox"/> Unrelated Owner to <input type="checkbox"/>

### Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

### Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

### Project Funding Identification – List Funding Sources for the Project


Attach additional sheets if there are more than 4 parcels or more than 4 owners

**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:  
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others

on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/kh-ts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 20) **PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

# SECTION B

**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. 102**

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Project: Bay Laurel Field Operation Facility	Architect's Project No.	2025-P010
Subject: Pay Application #08		

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Contractor/Payee: Wharton-Smith Inc.	Contract Date: 05/20/2025
Address: 750 Monroe Rd. Sanford, FL 32771	
Contract For: Bay Laurel Field Operation Facility	Total Contract Amount: \$214,980.00
	Amount Previously Paid Under Contract: \$76,388.62
Application Date: February 03, 2026	Application Amount: \$23,799.1
Period Ending: 01/31/2026	Balance of Contract Amount After This Payment: \$114,792.27

Real Property:

Costs of Issuance:

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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. Losito, PE, 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. Losito, PE

Title: Vice President

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G703 (Instructions on reverse side)

TO OWNER :	PROJECT:	APPLICATION NO.: <u>8</u>	Distribution to:
		PERIOD TO: <u>1/31/2026</u>	<input type="checkbox"/> OWNER <span style="float:right">1 of 2 PAGES</span>
		PROJECT NOS:	<input type="checkbox"/> ARCHITECT
		CONTRACT DATE: <u>5/20/2025</u>	<input type="checkbox"/> CONTRACTOR
		W/S JOB NO.: <u>25-079</u>	<input type="checkbox"/>
			<input type="checkbox"/>

ATTN:  
 FROM (CONTRACTOR):  
 WHARTON-SMITH, INC.  
 750 Monroe Rd  
 Sanford, FL 32771  
 CONTRACT FOR:

VIA ARCHITECT:

**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	\$	<u>214,980.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>214,980.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>100,187.73</u>
5. RETAINAGE:		
<u>0.00</u> of Completed Work (Columns D + E on G703)		<u>0.00</u>
<u>0.00</u> of Stored Material (Column F on G703)		<u>0.00</u>
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>100,187.73</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	<u>76,388.62</u>
8. CURRENT PAYMENT DUE	\$	<u>23,799.11</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>114,792.27</u>

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 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: Stephanie Pompeo Date: February 3, 2026  
 By: Stephanie Pompeo, Chief Financial Officer

State of: FLORIDA

County of: SEMINOLE  
 Subscribed and sworn to before me this February 3, 2026

Notary Public: Kasey Arroyo  
 My Commission expires: 09/17/2029



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

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.

APPLICATION NO: 8

APPLICATION DATE: 2/3/2026

PERIOD TO: 1/31/2026 2 of 2 PAGES

PRECONSTRUCTION SERVICES COST SUMMARY

B ITEM NO.	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E QUANTITY OF SCHEDULED VALUE	F UNIT OF MEASURE	G, H, I, J WORK COMPLETED				K TOTAL COMPLETED AND STORED TO DATE (H+J)	L PERCENTAGE OF WORK COMPLETE TO DATE (L/D)	M BALANCE TO FINISH (D-K)	N QUANTITY OF WORK COMPLETE TO DATE
					G QUANTITY FROM PREVIOUS APPLICATION	H FROM PREVIOUS APPLICATION	I QUANTITY THIS APPLICATION	J THIS PERIOD				
<b>Meetings and Site Investigations</b>												
1.01	PROJECT KICKOFF MEETING	1,580.00	1.00	EA	1.00	1,580.00	-	-	1,580.00	100.00%	\$0.00	1.00
1.02	ATTEND DESIGN MILESTONE MEETINGS	3,450.00	3.00	EA	1.00	1,150.00	-	-	1,150.00	33.33%	\$2,300.00	1.00
1.03	ATTEND MONTHLY PROGRESS MEETINGS (BI-WEEKLY - 1 VIRTUAL/1 IN PERSON)	19,943.00	18.00	EA	14.00	15,511.22	1.00	1,107.94	16,619.17	83.33%	\$3,323.83	15.00
1.04	DESIGN TEAM MEETINGS (VIRTUAL BI-MONTHLY)	8,407.00	18.00	EA	12.00	5,604.87	2.00	834.11	6,538.78	77.78%	\$1,868.22	14.00
1.05	VALUE ENGINEERING REVIEW MEETINGS	4,206.00	2.00	EA	1.00	2,103.00	-	-	2,103.00	50.00%	\$2,103.00	1.00
1.06	GMP REVIEW MEETING	2,213.00	1.00	EA	-	-	-	-	-	0.00%	\$2,213.00	0.00
1.07	SITE VISITS & INVESTIGATION	5,130.00	2.00	EA	1.50	3,847.50	-	-	3,847.50	75.00%	\$1,282.50	1.50
1.08	PERMITTING COORDINATION	1,895.00	2.00	EA	-	-	-	-	-	0.00%	\$1,895.00	0.00
1.09	PROJECT MANAGEMENT, SCHEDULING, & ADMINISTRATION	15,049.00	9.00	MO	7.00	11,704.78	0.50	836.06	12,540.83	83.33%	\$2,508.17	7.50
<b>Preliminary Cost Estimates</b>												
2.01	30% SUBMITTAL COST ESTIMATE	11,071.00	1.00	EA	1.00	11,071.00	-	-	11,071.00	100.00%	\$0.00	1.00
2.02	60% SUBMITTAL COST ESTIMATE	15,019.00	1.00	EA	-	-	0.30	4,505.70	4,505.70	30.00%	\$10,513.30	0.30
2.03	90% SUBMITTAL COST ESTIMATE	5,592.00	1.00	EA	-	-	-	-	-	0.00%	\$5,592.00	0.00
<b>Design Review and Value Engineering</b>												
3.01	30% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	2,735.00	1.00	EA	1.00	2,735.00	-	-	2,735.00	100.00%	\$0.00	1.00
3.02	60% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	6,042.00	1.00	EA	-	-	0.75	4,531.50	4,531.50	75.00%	\$1,510.50	0.75
3.03	90% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	6,183.00	1.00	EA	-	-	-	-	-	0.00%	\$6,183.00	0.00
3.04	IFC SUBMITTAL / CONFORMED DOCUMENTS REVIEW	2,155.00	1.00	EA	-	-	-	-	-	0.00%	\$2,155.00	0.00
<b>CPM Master Schedule</b>												
4.01	SCHEDULE DEVELOPMENT AND PHASING @ 30% DESIGN	1,481.00	1.00	EA	1.00	1,481.00	-	-	1,481.00	100.00%	\$0.00	1.00
4.02	UPDATE SCHEDULE @ 60% DESIGN	3,318.00	1.00	EA	0.50	1,659.00	0.50	1,650.00	3,318.00	100.00%	\$0.00	1.00
4.03	UPDATE SCHEDULE AT 90% DESIGN	1,848.00	1.00	EA	-	-	-	-	-	0.00%	\$1,848.00	0.00
4.04	UPDATE SCHEDULE AT GMP (DETERMINES GC'S)	860.00	1.00	EA	-	-	-	-	-	0.00%	\$860.00	0.00
<b>Bidding, Procurement, and GMP</b>												
5.01	OWNER DIRECT PURCHASE PLAN	3,556.00	1.00	LS	0.25	889.50	0.25	889.50	1,779.00	50.00%	\$1,779.00	0.50
5.02	LONG LEAD EQUIPMENT/EARLY BID PACKAGES	6,276.00	1.00	LS	0.25	1,569.50	0.50	3,139.00	4,708.50	75.00%	\$1,569.50	0.75
5.03	GMP BID PACKAGES	16,890.00	2.00	LS	-	-	0.50	4,172.50	4,172.50	25.00%	\$12,517.50	0.50
5.04	PRE-BID SITE VISITS	5,092.00	1.00	EA	-	-	-	-	-	0.00%	\$5,092.00	0.00
5.05	RECEIVE BIDS	3,918.00	1.00	EA	-	-	-	-	-	0.00%	\$3,918.00	0.00
5.06	REVIEW BIDS AND RECOMMEND AWARD	8,588.00	1.00	LS	-	-	-	-	-	0.00%	\$8,588.00	0.00
5.07	FINAL GMP ASSEMBLY	2,916.00	1.00	EA	-	-	-	-	-	0.00%	\$2,916.00	0.00
<b>Miscellaneous</b>												
6.01	SITE UTILIZATION PLAN	4,579.00	1.00	EA	0.25	1,144.75	0.25	1,144.75	2,289.50	50.00%	\$2,289.50	0.50
<b>Allowances</b>												
7.01	ALLOWANCE - GEOTECHNICAL EVALUATION	27,672.00	1.00	LS	-	-	-	-	-	0.00%	\$27,672.00	0.00
<b>Fee and Insurance</b>												
8.01	Fee	17,581.00	1.00	LS	0.70	12,308.70	0.050	879.05	13,185.75	75.00%	\$4,385.25	0.75
8.02	Insurance	2,051.00	1.00	LS	1.00	2,051.00	-	-	2,051.00	100.00%	\$0.00	1.00
<b>PRECONSTRUCTION SERVICES TOTALS</b>		<b>\$ 214,980.00</b>				<b>\$ 78,388.82</b>		<b>\$ 23,799.12</b>	<b>\$ 100,187.73</b>	<b>46.50%</b>	<b>\$ 114,792.27</b>	



**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

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Project: <u>Water &amp; Sewer Project</u>	Engineer's Project No.	<u>N/A</u>
Subject: <u>Direct Purchase Materials</u>	Requisition No.	<u>103</u>

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Contractor/Payee: j12 Architecture	Contract Date:	<u>N/A</u>
Address/Wire Transfer Instructions:	1678 Kingston Road Longwood, FL 32750	
Contract For: Equipment	Total Contract Amount:	\$ <u>N/A</u>
	Amount Previously Paid Under Contract:	\$ <u>N/A</u>
Application Date: 02-23-2026	Application Amount:	\$ <u>215,000.00</u>
Period Ending: 02-23-2026	Balance of Contract Amount After This Payment:	\$ <u>215,000.00</u>

Real Property:

Cost of Issuance:

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Contractor - as used herein refers to any person, form, 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 names 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 specification 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 for 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 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. Losito, PE, 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. Losito, PE

Title: Vice President

# INVOICE

**jl2 Architecture**  
1678 Kingston Road  
Longwood, FL 32750



**Bill to:**

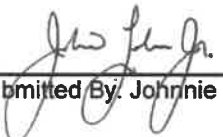
Mr. Bryan Schmalz  
Bay Laurel Center CCD  
8470 SW 79th Street Road, Suite 3  
Ocala, FL 34481

**Invoice Details:**

JL2 Project: 2025-P010 Bay Laurel CCD Utility Facility  
Invoice No: 2025-P011-02  
Terms: Net 30  
Invoice Date: 2/5/2026  
Due Date: 3/7/2026

DESCRIPTION	AMOUNT	PREV BILLED	THIS PERIOD	COMPLETED	% COMP	BALANCE
Schematic Design Phase	215,000.00	215,000.00		215,000.00	100.0%	-
Design Development Ph	215,000.00		215,000.00	215,000.00	100.0%	-
Construction Document:	258,000.00			-	0.0%	258,000.00
Construction Administra	172,000.00			-	0.0%	172,000.00
<b>TOTALS</b>	<b>860,000.00</b>	<b>215,000.00</b>	<b>215,000.00</b>	<b>430,000.00</b>	<b>50.0%</b>	<b>430,000.00</b>

**215,000.00 TOTAL DUE THIS INVOICE**

  
Submitted By: Johnnie Lohrum, Jr.

Thank you for your business. Should you have any questions, please contact Johnnie Lohrum, Jr. at (407) 340-2879 or [jlohrum@jl2architecture.com](mailto:jlohrum@jl2architecture.com).

Make all checks payable to JL2 Architecture.