



Rizzetta & Company

Wiregrass II Community Development District

**Board of Supervisors' Meeting
February 23, 2023**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813.994.1001**

www.wiregrassllcdd.org

WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Bill Porter Colby Chandler Hatcher Porter Caitlyn Chandler Quinn Porter	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
Interim Engineer	Victor Barbosa	Atwell LLC

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based.

WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
District Office · Wesley Chapel, Florida (813) 994-1001
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.wiregrasscdd.org

February 16 , 2023

**Board of Supervisors
Wiregrass II Community
Development District**

REVISED FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Wiregrass II Community Development District will be held on **Thursday, February 23, 2023 at 10:30 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the Final Agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Administer Oath of Office to Elected Supervisors Tab 1
 1. Review of Form 1 and Sunshine Law Requirements
 - B. Consideration of Resolution 2023-04; Designating the Officers Of the District Tab 2
 - C. Consideration of Minutes of the Board of Supervisors Meeting held on November 17, 2022..... Tab 3
 - D. Consideration of the Operation and Maintenance Expenditures for October 2022, November 2022, December 2022, and January 2023 Tab 4
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer – *under separate cover*
 - C. District Manager Report Tab 5
 1. Wiregrass II 4th Quarter ADA Website Compliance Audit Report
- 5. BUSINESS ITEMS**
 - A. Consideration of Establishment of the Audit Committee
 - B. Consideration of RFP Proposals for Wiregrass II Chancey Road Phase 3 Tab 6
 - C. Consideration of Resolution 2023-08; Awarding Wiregrass II Chancey Road Phase 3 Tab 7

WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT

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- D. Ratifying Steadfast Change Order for Wiregrass Boulevard Phase 3B-4 Landscape and Irrigation Project Tab 8
 - E. Consideration of Steadfast Electrical Change Order 2..... Tab 9
 - F. Consideration of Ardurra Group Chancey Road Phase 3; Additional Services Addendum Agreement for Ecological Services Tab 10
 - G. Consideration of Resolution 2023-05; Adopting Amended Retention Policy Tab 11
 - H. Consideration of Resolution 2023-06; Accepting Charitable Donations for Wiregrass Ranch Boulevard Phase 3A Real Property Tab 12
 - I. Consideration of Resolution 2023-07; Assigning Impact Fee Credits For Wiregrass Ranch Boulevard Phase 3A Infrastructure and Wiregrass Ranch Boulevard Phase 3B and 4 Real Property Tab 13
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Lynn Hayes
District Manager

Tab 1

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF WIREGRASS I COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing Oath was administered before me by means of physical presence or online notarization this 23rd day of February, 2023 by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Lake Padgett Estates Independent Special District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 2

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Wiregrass II Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

- Section 1 _____ is appointed Chair
- Section 2 _____ is appointed Vice Chair
- Section 3 _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- Lynn Hayes _____ is appointed Assistant Secretary
- Darryl Adams _____ is appointed Assistant Secretary

Section 4 This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23th DAY OF FEBRUARY 2023

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 3

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors meeting of the Wiregrass II Community Development District was held on **Thursday, November 17, 2022, at 10:08 a.m.** at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and Constituting a Quorum were:

Bill Porter	Board Supervisor, Chairperson
Colby Chandler	Board Supervisor, Vice Chairperson
Quinn Porter	Board Supervisor, Assistant Secretary

Also Present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Michele Lamberti	Administrative Assistant, Rizzetta & Company, Inc.
Lindsay Whelan	District Counsel, Kutak Rock LLC
Scott Sheridan	Developer, Locust Branch
Victor Barbosa	District Engineer, Atwell LLC <i>(via conference call 10:44 a.m.)</i>

FIRST ORDER OF BUSINESS

Call to Order

Mr. Lynn Hayes called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

For the record, there were no audience members present.

THIRD ORDER OF BUSINESS

Mr. Lynn Hayes administered the Oath of Office to newly elected Supervisors.

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FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01;
Designating Officers of the District**

Mr. Lynn Hayes requested a motion from the Board of Supervisors appointing Mr. Bill Porter as Chairperson and Mr. Colby Chandler as Vice Chairperson with Mr. Lynn Hayes and Mr. Darryl Adams as Assistant Secretaries.

On a motion by Mr. Colby Chandler and seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors appointed Resolution 2023-01; Designating Officers of the District appointing Mr. Bill Porter as Chairperson and Mr. Colby Chandler as Vice Chairperson with Mr. Lynn Hayes and Mr. Darryl Adams as Assistant Secretaries, for the Wiregrass II Community Development District.

FIFTH ORDER OF BUSINESS

**Request a Motion to Adopt Resolution
2023-01; Designating Officers of the District**

On a motion by Mr. Bill Porter and seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors adopted Resolution 2023-01; Designating Officers of the District, as presented, for the Wiregrass II Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-02;
Canvassing and Certifying the Results of the
Landowner Election of Supervisors**

On a motion by Ms. Quinn Porter and seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors adopted Resolution 2023-02; Canvassing and Certifying the Results of the Landowner Election of Supervisors, as presented, for the Wiregrass II Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors Meeting held on September
22, 2022**

Mr. Lynn Hayes presented the Meeting Minutes from September 22, 2022 and inquired if there were any amendments; the Board of Supervisors responded there were none.

On a motion by Mr. Colby Chandler, and seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors approved the September 22, 2022, Board of Supervisors Meeting Minutes, as presented, for Wiregrass II Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Landowner Meeting held on November 1, 2022

Mr. Lynn Hayes presented the Landowner Meeting Minutes from November 1, 2022 and inquired if there were any amendments; the Board of Supervisors responded there were none.

On a motion by Mr. Bill Porter, and seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors approved the November 1, 2022, Board of Supervisors Landowner Meeting Minutes, as presented, for Wiregrass II Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for August, 2022 and September 2022

On a Motion by Ms. Quinn Porter, and seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for August 2022 (\$14,516.50) and September 2022 (\$23,510.65), for Wiregrass II Community Development District.

TENTH ORDER OF BUSINESS

Consideration of RFP Proposals for Wiregrass Ranch Boulevard Phase 3B and 4 Landscape and Irrigation Project

Mr. Lynn Hayes requested a motion to approve the Request for Proposals and the Ranking of each Proposal for the Wiregrass Ranch Boulevard Phase 3B and 4 Landscape and Irrigation Project and the selection of Steadfast to complete these services for the Wiregrass II Community Development District.

On a Motion by Mr. Colby Chandler and seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisor approved the Request for Proposals and the Ranking of each Proposal for the Wiregrass Ranch Boulevard Phase 3B and 4 Landscape and Irrigation Project and the selection of Steadfast to complete these services for the Wiregrass II Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03;
Awarding Wiregrass Ranch Boulevard Phase
3B and 4 Landscape Irrigation Project**

Mr. Lynn Hayes requested a motion to adopt Resolution 2023-03; Awarding the construction contract to Steadfast for the Wiregrass Ranch Boulevard Phase 3B and 4 Landscape Irrigation Project for the Wiregrass II Community Development District.

On a Motion by Mr. Bill Porter and seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisor adopt Resolution 2022-03, Awarding the construction contract to Steadfast for the Wiregrass Ranch Boulevard Phase 3B and 4 Landscape Irrigation Project, as presented, for Wiregrass II Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of the First Amendment to
Campus Suites Agreement for ADA Website
Services**

On a Motion by Ms. Quinn Porter and seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisor approved the First Amendment to Campus Suites Agreement for ADA Website Services, as presented, for Wiregrass II Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No Report

B. District Engineer

No report.

C. District Manager Report

Mr. Lynn Hayes presented his report to the Board and announced that the next regularly scheduled meeting is scheduled for January 26, 2023, at 10:30 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544.

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163 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Requests**
164

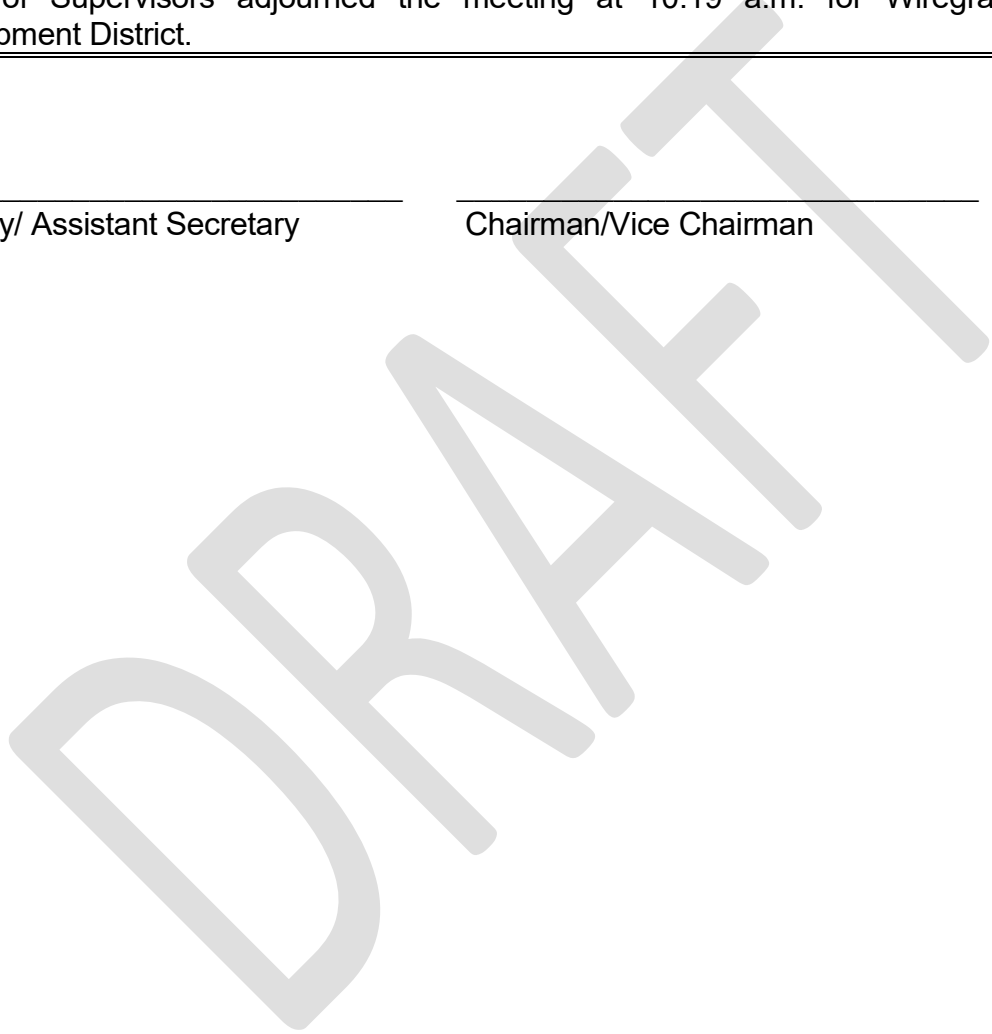
165 There were no supervisor requests.

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167 **FOURTEENTH ORDER OF BUSINESS** **Adjournment**
168

On a Motion by Mr. Colby Chandler and seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors adjourned the meeting at 10:19 a.m. for Wiregrass II Community Development District.
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_____ Secretary/ Assistant Secretary	_____ Chairman/Vice Chairman
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Tab 4

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures October 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$29,788.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atwell, LLC	100021	285691	Engineering Services 09/22	\$ 396.00
Department of Economic Opportunity	100026	87353 FY22/23	Special District Fee FY22/23	\$ 175.00
Innersync Studio, Ltd	100018	20804	Annual Website Hosting Services FY22/23	\$ 1,537.50
Kutak Rock, LLP	100022	3123402	Legal Services 09/22	\$ 2,037.42
Rizzetta & Company, Inc.	100024	INV0000071920 - Irrigation	Assessment Roll FY22/23	\$ 1,575.00
Rizzetta & Company, Inc.	100019	INV0000071772	District Management Fees 10/22	\$ 4,241.91
Rizzetta & Company, Inc.	100023	INV0000071920	Assessment Roll FY22/23	\$ 5,407.50
Stahl & Associates	100015	100622 PH3B	18 Month Maintenance Bond - Phase 3B 10/22	\$ 873.00
Stahl & Associates	100015	100622 PH4	18 Month Maintenance Bond - Phase 4 10/22	\$ 4,596.00
Times Publishing Company	100025	0000251469 10/12/2022	Legal Advertising 10/22	\$ 296.80
Wiregrass Irrigation, LLC	100020	24	Irrigation Fees 09/22	\$ 8,002.40
Withlacoochee River Electric Cooperative, Inc.	ACH	2167077 9/22	Area Lighting 09/22	<u>\$ 649.47</u>
Report Totals				<u>\$ 29,788.00</u>

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures November 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$26,539.61**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100032	3139706 5/11	Legal Services 10/22	\$ 576.00
Rizzetta & Company, Inc.	100027	INV0000072608 - Irrigation	Reclaimed Accounting Services 11/22	\$ 500.00
Rizzetta & Company, Inc.	100028	INV0000072608 11/22	District Management Fees 11/22	\$ 3,741.84
Times Publishing Company	100029	0000252222 10/19/22	Legal Advertising 10/22	\$ 102.40
Times Publishing Company	100033	0000256265 11/09/22	Legal Advertising 11/22	\$ 102.40
Times Publishing Company	100030	0000243748 09/07/22	Legal Advertising 09/22	\$ 143.20
Times Publishing Company	100029	0000249537 10/12/22- 10/19/22	Legal Advertising 10/22	\$ 344.80
Wiregrass Irrigation, LLC	100031	25	Irrigation Fees 10/22	\$ 20,388.11
Withlacoochee River Electric Cooperative, Inc.	ACH	2167077 5/11	Area Lighting 10/22	<u>\$ 640.86</u>
Report Totals				<u>\$ 26,539.61</u>

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures December 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,243.31**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100035	INV0000073254 - Irrigation	Reclaimed Accounting Services 12/22	\$ 500.00
Rizzetta & Company, Inc.	100036	INV0000073254	District Management Fees 12/22	\$ 3,741.84
Wiregrass Irrigation, LLC	100034	26	Irrigation Fees 11/22	\$ 20,360.61
Withlacoochee River Electric Cooperative, Inc.	ACH	2167077 1/2	Area Lighting 11/22	<u>\$ 640.86</u>
Report Totals				<u>\$ 25,243.31</u>

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
wiregrasscddii.org

Operations and Maintenance Expenditures January 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$ 40,745.72**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
AMTEC	100038	1785267	Arbitrage Rebate Calculation Series 2020 11/22	\$ 450.00
Atwell, LLC	100039	290986	Engineering Services 12/22	\$ 297.00
Kutak Rock, LLP	100045	3167770	Legal Services 12/22	\$ 1,629.50
Kutak Rock, LLP	100040	3153676	Legal Services 11/22	\$ 3,100.02
Rizzetta & Company, Inc.	100043	INV0000074692 - Irrigation	Reclaimed Accounting Services 01/23	\$ 500.00
Rizzetta & Company, Inc.	100044	INV0000074692	District Management Fees 01/23	\$ 3,741.84
Rizzetta & Company, Inc.	100037	INV0000074892	Annual Dissemination Services 01/23	\$ 6,000.00
U.S. Bank	100041	6772760	Trustee Fees S2020 Area 1 12/01/22- 11/30/23	\$ 4,040.63
Wiregrass Irrigation, LLC	100042	27	Irrigation Fees 12/22	\$ 20,346.86
Withlacoochee River Electric Cooperative, Inc.	ACH	2167077 12/22	Area Lighting 12/22	<u>\$ 639.87</u>
Report Totals				<u>\$ 40,745.72</u>

Tab 5



UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 23, 2023 @ 10:30 AM
- **Second Year Landowners Election** - Oath of Office For Hatcher Porter & Caitlin Chandler and Designation of the Officers of the District Resolution. Seat 4 Hatcher Porter – 4 Year Term, Seat 4, Caitlin Chandler 2 Year Term - Seat 3.
- The Board appointed Quinn Porter 4 Year Term - Seat 5 at the Nov 17, 2022 Meeting.

District
Manager's
Report

February 23

2023

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<u>FINANCIAL SUMMARY</u>	<u>12/31/2022</u>
General Fund Cash & Investment Balance:	\$240,074
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$1,997,265
Total Cash and Investment Balances:	\$2,237,339
General Fund Expense Variance: \$25,121	Under Budget



Quarterly Compliance Audit Report

Wiregrass II

Date: January 2023 - 4th Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

Audit results

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

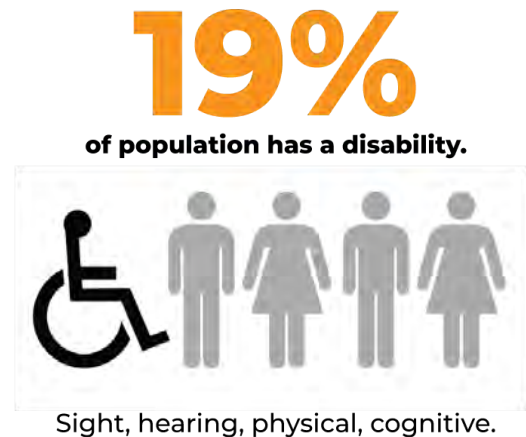
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitertools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 6



FEBRUARY 20, 2023

CHANCEY ROAD PHASE 3

WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT



February 20, 2023

Wiregrass II Community Development District
C/O Rizzetta & Company, Inc.
Attention: District Manager Scott Sheridan
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

RE: Chancey Road, Phase 3

Dear Mr. Sheridan:

RIPA & Associates is pleased to submit our Contractor Qualifications and proposal for the Chancey Road, Phase 3 project. This proposal was prepared in accordance with plans and specifications provided by Ardurra Group, Inc.

RIPA is Tampa Bay's leader in site development. Our resources and experience will allow us to deliver this project in an expeditious and cost effective manner. We clearly understand what it takes to successfully complete this project while focusing on safety and customer satisfaction.

If you should have any questions or concerns or need any additional information, feel free to call me at our office or on my cell phone at 813.695.0342. We thank you for the opportunity to bid this project and we look forward to working with you in the near future.

Sincerely yours,

A red rectangular box containing a white oval with a black border. Inside the oval is a handwritten signature in blue ink that reads "Adrian Galloway".

RIPA & ASSOCIATES, LLC
Adrian Galloway
Chief Estimator



PASCO COUNTY, FLORIDA

CHANCEY ROAD, PHASE 3

PROJECT

Chancey Road, Phase 3

OWNER

Wiregrass II Community Development District

ENGINEER

Ardurra Group, Inc.

PRICE SECTION 1

PERSONNEL SECTION 2

PROPOSER’S EXPERIENCE SECTION 3

UNDERSTANDING SCOPE OF WORK SECTION 4

FINANCIAL CAPABILITY SECTION 5

SCHEDULE SECTION 6



SECTION 1

PRICE

OFFICIAL PROPOSAL FORM
CHANCEY ROAD PHASE 3 PROJECT
WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

TO BE SUBMITTED TO:

WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
c/o District Manager
Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
(813) 994-1001

on or before February 20, 2023 at 3:00 P.M.

PUBLIC OPENING

TO: WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT

FROM:


(Proposer)

In accordance with the Request for Proposals inviting proposals for **Wiregrass II Community Development District –Chancey Road Phase 3 Project** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to earthwork, stormwater/drainage improvements, water and wastewater systems, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed.









All Work shall be performed in accordance with FDOT’s “Standard Specifications for Road and Bridge Construction,” 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements included in the Project Manual and in accordance with the approved permits, plans and specifications.

All Proposals shall be for complete Work in accordance with the Drawings. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract Documents with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Bid Tabulation.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and any amendments thereto, General Conditions, Supplementary Conditions, the drawings, specifications, and supplementary information and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Bid Tabulation.

Addendum No. _____		Dated: _____			/	
Addendum No. _____		Dated: _____			/	
Addendum No. _____		Dated: _____	/	/	/	
Addendum No. _____		Dated: _____	/	/	/	

BID TABULATION

[Proposer to provide]



To:	Wiregrass II CDD	Contact:	Scott Sheridan
Address:	3717 Truman Loop, Ste. 102 Wesley Chapel, FL 33544	Phone:	(813) 973-7491
Project Name:	Chancey Road Ph. 3	Fax:	
Project Location:	Chancey Road & WRB, Wesley Chapel, FL	Bid Number:	23-040
		Bid Date:	2/20/2023

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
GENERAL CONDITIONS					
001	MOBILIZATION	1.00	LS	\$140,000.00	\$140,000.00
002	NPDES COMPLIANCE	1.00	LS	\$24,500.00	\$24,500.00
003	MAINTENANCE OF TRAFFIC	1.00	LS	\$11,000.00	\$11,000.00
004	CONST. STAKEOUT / RECORD SURVEY	1.00	LS	\$110,000.00	\$110,000.00
005	PAYMENT & PERFORMANCE BOND	1.00	LS	\$101,700.00	\$101,700.00
006	CONSTRUCTION ENTRANCE	1.00	EACH	\$11,000.00	\$11,000.00
007	SILT FENCE	12,500.00	LF	\$1.65	\$20,625.00
008	FLOATING TURBIDITY BARRIER	3,850.00	LF	\$14.00	\$53,900.00
009	5 STRAND BARBED WIRE FENCE	13,500.00	LF	\$4.25	\$57,375.00
010	16' CATTLE GATE	9.00	EACH	\$1,200.00	\$10,800.00
011	TREE PLANTING	67.00	EACH	\$415.00	\$27,805.00
012	WETLAND PLANTINGS (MIT G14-1)	1.00	LS	\$16,500.00	\$16,500.00
013	WETLAND PLANTINGS (MIT G14-2)	1.00	LS	\$35,500.00	\$35,500.00
014	WETLAND PLANTINGS (MIT M17-3)	1.00	LS	\$58,500.00	\$58,500.00
015	TREE SPADING & TRANSPLANTING	762.00	EACH	\$300.00	\$228,600.00
Total Price for above GENERAL CONDITIONS Items:					\$907,805.00
EARTHWORK					
016	DEMO EXISTING SIGNS, FENCE, ETC	1.00	LS	\$11,000.00	\$11,000.00
017	CLEARING & GRUBBING	1.00	LS	\$96,500.00	\$96,500.00
018	STRIP / PREP SITE	1.00	LS	\$69,000.00	\$69,000.00
019	SITE EXCAVATION	48,800.00	CY	\$5.15	\$251,320.00
020	PROOF ROLLING	1.00	LS	\$18,500.00	\$18,500.00
021	IMPORTED FILL	110,010.00	CY	\$15.35	\$1,688,653.50
022	CONSTRUCT SWALE	1,000.00	LF	\$10.00	\$10,000.00
023	HAND DUG SWALE	50.00	LF	\$40.00	\$2,000.00
024	SOD POND / MISC. SLOPES - BAHIA	11,600.00	SY	\$3.15	\$36,540.00
025	SOD RIGHT OF WAY - BAHIA	36,300.00	SY	\$3.15	\$114,345.00
026	SOD SWALES - BAHIA	1,900.00	SY	\$3.15	\$5,985.00
027	SEED & MULCH MASS GRADED / MISC. AREAS	35,500.00	SY	\$0.30	\$10,650.00
028	WETLAND DEMUCKING (ASSUMES 18")	15,700.00	CY	\$6.25	\$98,125.00
029	FINAL GRADING	1.00	LS	\$130,000.00	\$130,000.00
Total Price for above EARTHWORK Items:					\$2,542,618.50
PAVING					
030	SAWCUT & MATCH EXIST. ASPHALT	1.00	LS	\$1,000.00	\$1,000.00
031	1" TYPE FC 9.5 FRICTION COURSE	26,550.00	SY	\$13.00	\$345,150.00
032	2" TYPE SP 12.5 ASPHALT	26,550.00	SY	\$20.31	\$539,230.50
033	10" CRUSHED CONCRETE BASE	26,550.00	SY	\$20.44	\$542,682.00
034	12" STABILIZED SUBGRADE (LBR-40)	26,550.00	SY	\$8.00	\$212,400.00
035	TYPE "F" CURB W/ STABILIZATION	14,050.00	LF	\$30.00	\$421,500.00



To:	Wiregrass II CDD	Contact:	Scott Sheridan
Address:	3717 Truman Loop, Ste. 102 Wesley Chapel, FL 33544	Phone:	(813) 973-7491
Project Name:	Chancey Road Ph. 3	Bid Number:	23-040
Project Location:	Chancey Road & WRB, Wesley Chapel, FL	Bid Date:	2/20/2023

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
036	CONCRETE TRAFFIC SEPARATOR	90.00	SF	\$22.50	\$2,025.00
037	5' X 4" CONCRETE SIDEWALK W/ FIBER	17,760.00	SF	\$7.90	\$140,304.00
038	8' X 4" CONCRETE SIDEWALK W/ FIBER	25,850.00	SF	\$7.90	\$204,215.00
039	5' ADA HANDICAPPED RAMP	2.00	EACH	\$1,450.00	\$2,900.00
040	8' ADA HANDICAPPED RAMP	10.00	EACH	\$1,650.00	\$16,500.00
041	PAVEMENT MARKING REMOVAL - HYDROBLASTING	1.00	LS	\$8,500.00	\$8,500.00
042	SIGNAGE & STRIPING	1.00	LS	\$75,000.00	\$75,000.00
Total Price for above PAVING Items:					\$2,511,406.50

STORM SEWER

043	CONNECT TO EXISTING STORM PIPE	1.00	EACH	\$6,350.00	\$6,350.00
044	18" CLASS III RCP STORM	1,170.00	LF	\$75.00	\$87,750.00
045	24" CLASS III RCP STORM	1,640.00	LF	\$100.00	\$164,000.00
046	30" CLASS III RCP STORM	795.00	LF	\$155.00	\$123,225.00
047	36" CLASS III RCP STORM	560.00	LF	\$200.00	\$112,000.00
048	42" CLASS III RCP STORM	100.00	LF	\$290.00	\$29,000.00
049	48" CLASS III RCP STORM	570.00	LF	\$315.00	\$179,550.00
050	FDOT TYPE P-5 CURB INLET	13.00	EACH	\$11,500.00	\$149,500.00
051	FDOT TYPE P-6 CURB INLET	8.00	EACH	\$12,500.00	\$100,000.00
052	FDOT TYPE J-5 CURB INLET	1.00	EACH	\$12,500.00	\$12,500.00
053	FDOT TYPE J-6 CURB INLET	2.00	EACH	\$15,000.00	\$30,000.00
054	CONTROL STRUCTURE TYPE D	2.00	EACH	\$12,000.00	\$24,000.00
055	24" RCP FES	3.00	EACH	\$4,150.00	\$12,450.00
056	42" RCP FES	1.00	EACH	\$7,500.00	\$7,500.00
057	RIP RAP @ END SECTION	4.00	EACH	\$680.00	\$2,720.00
058	QUAD 36" HEADWALL	2.00	EACH	\$72,000.00	\$144,000.00
059	QUAD 42" HEADWALL	2.00	EACH	\$77,000.00	\$154,000.00
060	FDOT HANDRAIL	220.00	LF	\$110.00	\$24,200.00
061	RIP RAP SUMP	2.00	EACH	\$3,800.00	\$7,600.00
062	DEWATERING	4,835.00	LF	\$10.00	\$48,350.00
063	STORM SEWER TESTING	4,835.00	LF	\$9.00	\$43,515.00
Total Price for above STORM SEWER Items:					\$1,462,210.00

SANITARY FORCEMAIN

064	CONNECT TO EXISTING 24" FORCEMAIN	1.00	EACH	\$2,300.00	\$2,300.00
065	24" X 8" TAPPING SLEEVE & VALVE	1.00	EACH	\$12,000.00	\$12,000.00
066	8" PVC FORCEMAIN (DR 18)	3,720.00	LF	\$46.00	\$171,120.00
067	6" PVC FORCEMAIN (DR 18)	560.00	LF	\$43.00	\$24,080.00
068	8" GATE VALVE ASSEMBLY	6.00	EACH	\$2,900.00	\$17,400.00
069	6" GATE VALVE ASSEMBLY	9.00	EACH	\$2,050.00	\$18,450.00
070	8" MJ BEND	10.00	EACH	\$1,050.00	\$10,500.00
071	8" MJ TEE	3.00	EACH	\$1,350.00	\$4,050.00



To:	Wiregrass II CDD	Contact:	Scott Sheridan
Address:	3717 Truman Loop, Ste. 102 Wesley Chapel, FL 33544	Phone:	(813) 973-7491
Project Name:	Chancey Road Ph. 3	Fax:	
Project Location:	Chancey Road & WRB, Wesley Chapel, FL	Bid Number:	23-040
		Bid Date:	2/20/2023

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
072	8" MJ CROSS	1.00	EACH	\$1,550.00	\$1,550.00
073	8" MJ CAP	5.00	EACH	\$705.00	\$3,525.00
074	6" MJ CAP	1.00	EACH	\$560.00	\$560.00
075	AIR RELEASE ASSEMBLY	2.00	EACH	\$6,750.00	\$13,500.00
076	TEMPORARY BLOWOFF ASSEMBLY	6.00	EACH	\$710.00	\$4,260.00
077	DEMO / RESTORE SIDEWALK	25.00	LF	\$62.40	\$1,560.00
078	SOD RESTORATION - BAHIA	50.00	SY	\$3.50	\$175.00
079	PRESSURE TESTING	4,280.00	LF	\$2.00	\$8,560.00
Total Price for above SANITARY FORCEMAIN Items:					\$293,590.00

WATER MAIN

080	CONNECT TO EXISTING 36" WATERMAIN	1.00	EACH	\$14,500.00	\$14,500.00
081	TEMPORARY JUMPER	1.00	EACH	\$7,250.00	\$7,250.00
082	24" PVC WATER MAIN (DR 25)	20.00	LF	\$265.00	\$5,300.00
083	12" PVC WATER MAIN (DR 18)	3,780.00	LF	\$85.00	\$321,300.00
084	12" GATE VALVE ASSEMBLY	12.00	EACH	\$4,750.00	\$57,000.00
085	12" MJ BEND	8.00	EACH	\$990.00	\$7,920.00
086	12" MJ TEE	3.00	EACH	\$1,600.00	\$4,800.00
087	12" MJ CROSS	1.00	EACH	\$2,250.00	\$2,250.00
088	36" MJ REDUCER	1.00	EACH	\$7,550.00	\$7,550.00
089	24" MJ REDUCER	1.00	EACH	\$2,800.00	\$2,800.00
090	12" MJ CAP	6.00	EACH	\$500.00	\$3,000.00
091	FIRE HYDRANT ASSEMBLY	7.00	EACH	\$7,950.00	\$55,650.00
092	AIR RELEASE ASSEMBLY	3.00	EACH	\$6,750.00	\$20,250.00
093	WDSP / CIP	4.00	EACH	\$510.00	\$2,040.00
094	TEMPORARY BLOWOFF ASSEMBLY	6.00	EACH	\$685.00	\$4,110.00
095	DEMO / RESTORE SIDEWALK	20.00	LF	\$67.70	\$1,354.00
096	SOD RESTORATION - BAHIA	50.00	SY	\$3.50	\$175.00
097	CHLORINATION & PRESSURE TESTING	3,820.00	LF	\$2.25	\$8,595.00
Total Price for above WATER MAIN Items:					\$525,844.00

RECLAIMED WATER

098	CONNECT TO EXISTING 16" RECLAIMED	1.00	EACH	\$3,050.00	\$3,050.00
099	16" PVC RECLAIMED MAIN (DR 18)	3,620.00	LF	\$135.00	\$488,700.00
100	12" PVC RECLAIMED MAIN (DR 18)	540.00	LF	\$100.00	\$54,000.00
101	16" GATE VALVE ASSEMBLY	6.00	EACH	\$11,000.00	\$66,000.00
102	12" GATE VALVE ASSEMBLY	9.00	EACH	\$4,750.00	\$42,750.00
103	16" MJ BEND	8.00	EACH	\$1,950.00	\$15,600.00
104	16" MJ TEE	3.00	EACH	\$2,750.00	\$8,250.00
105	16" MJ CROSS	1.00	EACH	\$3,700.00	\$3,700.00
106	16" MJ CAP	5.00	EACH	\$745.00	\$3,725.00
107	12" MJ CAP	1.00	EACH	\$500.00	\$500.00




To: Wiregrass II CDD	Contact: Scott Sheridan
Address: 3717 Truman Loop, Ste. 102 Wesley Chapel, FL 33544	Phone: (813) 973-7491
Project Name: Chancey Road Ph. 3	Fax:
Project Location: Chancey Road & WRB, Wesley Chapel, FL	Bid Number: 23-040
	Bid Date: 2/20/2023

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
108	AIR RELEASE ASSEMBLY	2.00	EACH	\$6,750.00	\$13,500.00
109	TEMPORARY BLOWOFF ASSEMBLY	6.00	EACH	\$710.00	\$4,260.00
110	2" PVC SLEEVE	700.00	LF	\$8.50	\$5,950.00
111	4" PVC SLEEVE	700.00	LF	\$13.50	\$9,450.00
112	6" PVC SLEEVE	1,400.00	LF	\$20.50	\$28,700.00
113	PRESSURE TESTING	4,160.00	LF	\$2.00	\$8,320.00
Total Price for above RECLAIMED WATER Items:					\$756,455.00

Total Bid Price: \$8,999,929.00

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Ripa & Associates</p> <p><i>Adrian Galloway</i></p> <p>Authorized Signature: _____</p> <p>Estimator: Adrian Galloway (813) 695-0342 agalloway@ripaconstruction.com</p>
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TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

Time is of the essence for the construction of this project. The Proposer shall prepare its proposal based on a construction schedule submitted by the Proposer. The Proposer agrees that the Work contained within the Contract Documents shall reach Substantial Completion within  calendar days (*Proposer to provide*) of issuance of a Notice to Proceed and reach Final Completion not later than thirty (30) calendar days after the deadline for reaching Substantial Completion (hereinafter called “Time of Completion” or “Contract Time”). The Proposer acknowledges and agrees that by submitting this Proposal it is agreeing to complete the Work within **two-hundred and seventy (270) calendar days** of issuance of the Notice to Proceed. Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Contract Documents, the adjusted time limits shall be of the essence of the Contract Documents.

The Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This time for Substantial Completion and schedule will be used in the Proposal Evaluation.

“Substantial Completion” for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable the Proposer to obtain such certificate.

LIQUIDATED DAMAGES

Should the Proposer or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day of said breach or default.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 25, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

REQUIRED DOCUMENTS

The following documents are to be submitted or attached to and made a condition of the Proposal submittal:

1. Official Proposal Form
2. Proposal Bond
3. Certificate as to Corporate Principal
4. Affidavit of Proposer
5. Sworn Statement Regarding Public Entity Crimes
6. Affidavit of Non-Collusion
7. Sworn Statement Regarding Scrutinized Companies
8. Trench Safety Act Compliance and Cost Statements
9. Minimum Qualifications Statement

Contractor generated documents:

10. Bid Tabulation
11. Initial Project Schedule
12. Schedule of Values
13. Insurance Certificate
14. Resumes of Contractor's key personnel or supervisory personnel
15. Proposed staffing levels
16. Two references from projects of similar size and scope
17. Any other data required by the Request for Proposals or Addendums

Terms used in this Proposal which are defined in the Project Manual or Contract Documents will have the meanings indicated in such documents.

CIVIL RIGHTS

Signing the Proposal is certification that the Proposer does not, or will not, discriminate against any employee on the basis of race, religion, color, sex or national origin. The Proposer further certifies that the Proposer does not maintain or provide for employee facilities which are segregated on any of the above categories.

**ORGANIZATION INFORMATION OF PROPOSER
 CHANCEY ROAD PHASE 3 PROJECT
 WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
 PASCO COUNTY, FLORIDA**

DATE SUBMITTED: February 20, 2023

1. Proposer [Redacted] & Associates, LLC A Individual
 A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) [Redacted]

3. Proposer's Parent Company Address (if applicable)

Street Address [Redacted]

P.O. Box (if any) [Redacted]

City [Redacted] State [Redacted] Zip Code [Redacted]

Telephone [Redacted] Fax No. [Redacted]

1st Contact Name [Redacted] Title [Redacted]

2nd Contact Name [Redacted] Title [Redacted]

4. Proposer Company Address (if different)

Street Address [Redacted] Tech Boulevard, Suite [Redacted]

P.O. Box (if any) [Redacted]

City [Redacted] State [Redacted] Zip Code [Redacted]

Telephone [Redacted] 623-6777 Fax No. [Redacted] 663-6772

Telephone [Redacted] Fax No. [Redacted]

1st Contact Name [Redacted] LaFace Title [Redacted] esident & CP

2nd Contact Name [Redacted] Galloway Title [Redacted] et Estimator

5. Is the Proposer incorporated in the State of Florida? Yes No

5.1 If yes, provide the following:
 Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No

If no, please explain [Redacted]

Date Incorporated March 11, 1998 Charter No. 000072178

5.2 If no, provide the following:

The state in which the Proposer company is incorporated WA

Is the company in good standing with the state? Yes No WA

If no, please explain WA

Date incorporated WA Charter No. WA

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes No

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

General Contractor, Certified Underground Utility & Excavation

License No. 19082, CUC057369, CUC12 Expiration Date August 31, 2024

Qualifying Individual Mark Ripa & Chris LaF Title President & CEO

List company(ies) currently qualified under this license Mark Ripa & Chris LaF & Associates, LLC

6.2 Is the Proposer company a registered or licensed Contractor with Pasco County?

Yes No

6.3 Has the Proposer company performed work for a community development district previously? Yes

No Attached listing "Work for Community Development"

7. Name of Proposer's Bonding Company ProSure Casualty Company of America

Address 10000 Corporate Blvd, Tampa, FL 33614

Approved Bonding Capacities:	Aggregate Limit	\$	<u>10 Million</u>
	Single Project Limit	\$	<u>1 Million</u>
	Total Current Contracts Bonded	\$	<u>2 Million</u>

8. Name of Proposer's Bonding Agency ProSure Group, Inc.

Address 10000 Corporate Blvd, Tampa, Florida 33634

Contact Name David Shick Telephone 813-243-1111

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2021)

2 million 1 million 2 million

10. What are the Proposer's company's current insurance limits?

WORK FOR COMMUNITY DEVELOPMENT DISTRICTS

Client	Project Name	Location	Worked Performed	Completion Date	Contract Value
Newport Isles CDD	Newport Isles	Manatee County	Complete Sitework Improvements	In Progress	\$20,300,000
North River Ranch CDD	North River Ranch 4C Infrastructure	Manatee County	Complete Sitework Improvements	In Progress	\$10,200,000
North River Ranch CDD	North River Ranch 4C Amenity	Manatee County	Complete Sitework Improvements	In Progress	\$7,300,000
Mirada CDD	Mirada Parcel 3	Pasco County	Roadway Construction	In Progress	\$6,800,000
Gracewater CDD	Gracewater	Sarasota County	Complete Sitework Improvements	In Progress	\$11,700,000
North River Ranch CDD	North River Ranch 4B & 4C	Manatee County	Complete Sitework Improvements	In Progress	\$7,300,000
Epperson North CDD	Epperson A2	Pasco County	Complete Sitework Improvements	2022	\$3,300,000
Union Park CDD	Union Park 7F	Pasco County	Complete Sitework Improvements	2022	\$2,600,000
Epperson Ranch II CDD	Curley Road C	Pasco County	Roadway Construction	2022	\$2,700,000
North River Ranch CDD	North River Ranch 4A	Manatee County	Complete Sitework Improvements	2022	\$7,400,000
Bexley CDD	Bexley Various Phases	Pasco County	Complete Sitework & Roadway Improvements	Various	Various
Epperson North CDD	Curley Road Improvements & Epperson Phase 7	Pasco County	Roadway Construction	Various	\$8,000,000
Cypress Preserve CDD	Cypress Preserve 2B3/2B4/3A/3B/4A/4B	Pasco County	Complete Sitework Improvements	Various	\$2,780,000
Epperson Ranch CDD	North Villages C, D & E, Curley Road Utilities Phase 2	Pasco County	Complete Sitework & Offsite Improvements	2021	\$21,150,000
Mirada CDD	Mirada 3B & Teak Blvd, Mirada 17-2, 18-2, 20-2	Pasco County	Complete Sitework & Roadway Improvements	Various	Various
Asturia CDD	Asturia Phase 4	Pasco County	Complete Sitework & Offsite Improvements	2021	\$1,469,000
Union Park CDD	Union Park Phase 7B/8B/8C	Pasco County	Complete Sitework Improvements	2020	\$4,037,000
Fieldstone CDD	North River Ranch 1B/1D, Grande Reserve Phase 1A	Manatee County	Complete Sitework Improvements	Various	\$12,697,000
Spring Lake CDD	Lucaya Various Phases	Hillsborough County	Complete Sitework & Offsite Improvements	2019	Various
Towne Park CDD	Towne Park Phase 2A	Polk County	Complete Sitework Improvements	2017	\$2,100,000

WORK FOR COMMUNITY DEVELOPMENT DISTRICTS

Client	Project Name	Location	Worked Performed	Completion Date	Contract Value
Long Lake Ranch CDD	Long Lake Ranch Villages 1 & 4	Pasco County	Complete Sitework Improvements	2017	Various
Silverleaf CDD	Silverleaf Phase 1D	Manatee County	Complete Sitework Improvements	2017	\$700,000
Wynnemere East CDD	Wynnemere East Phase 2	Hillsborough County	Complete Sitework & Offsite Improvements	2017	\$3,000,000
Connerton West CDD	Connerton 213	Pasco County	Complete Sitework Improvements	2015	\$1,300,000
Waterset North CDD	Waterset Various Phases	Hillsborough County	Complete Sitework & Offsite Improvements	2015	Various
DG Farms CDD	DG Farms Various Phases	Hillsborough County	Complete Sitework & Offsite Improvements	2015	Various

General Liability
 Automobile Liability
 Workers Compensation
 Expiration Date

\$10,000,000 (Excess Umbrella \$10,000,000)
 \$10,000,000 (Excess Umbrella \$10,000,000)
 \$10,000,000 (Excess Umbrella \$10,000,000)
 01/2024

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes No

If yes, please describe each violation fine, and resolution

What is the Proposer's current worker compensation rating? 1.00

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes No

If yes, please describe the incident:

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes No

If so, state the name(s) of the company(ies)

The state, local or federal entity(ies) with whom barred or suspended

State the period(s) of debarment or suspension

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Mark Price	Project Manager	Construction crews	<input type="checkbox"/>	<input type="checkbox"/>	Project Manager
David Drew	Superintendent	Construction of	<input type="checkbox"/>	13	Superintendent
John Dyer	Superintendent	Construction operations	<input type="checkbox"/>	13	Superintendent

14. Have you ever failed to complete any work at you? Yes No
 If so, where and why?

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes No

If so, state name of individual, other organization and reason therefore



16. List any and all litigation to which the organization has been a party in the last five (5) years.



17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No



If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.



18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes No



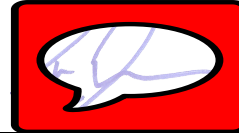
If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.



The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Wiregrass II Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Wiregrass II Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

[Redacted Signature]

By: _____



(Type [Redacted Name] Title of Person Signing)

This [Redacted] day of [Redacted], 2023.

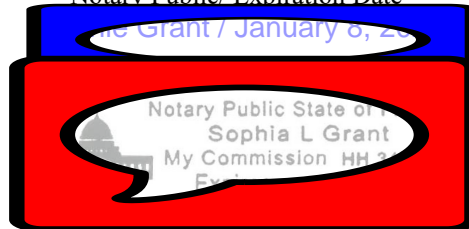
Sworn to before me this [Redacted] day of [Redacted], 2023.



[Redacted Signature]

(Seal)

Notary Public/ Expiration Date



COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
1	Backhoe	2006 JOHN DEERE 310G BACKHOE	410
2	Backhoe	2006 JOHN DEERE 310G BACKHOE	411
3	Backhoe	2013 VOLVO BL70BT4 LOADER BACKHOE	401000
4	Backhoe	2014 VOLVO BL70BT4 LOADER BACKHOE	401001
5	Backhoe	2014 VOLVO BL70BT4 LOADER BACKHOE	401002
6	Backhoe	2016 CATERPILLAR 415F2 BACKHOE LOADER	401003
7	Backhoe	2016 CATERPILLAR 415F2 BACKHOE LOADER	401004
8	Backhoe	2016 CATERPILLAR 415F2 BACKHOE LOADER	401005
9	Backhoe	2018 CATERPILLAR 415F2 BACKHOE LOADER	401006
10	Backhoe	2018 CATERPILLAR 415F2 BACKHOE LOADER	401007
11	Backhoe	2020 CATERPILLAR 416 BACKHOE LOADER	401008
12	Backhoe	2020 CATERPILLAR 416 BACKHOE LOADER	401009
13	Backhoe	CATERPILLAR 416E BACKHOE	412
14	Backhoe	CATERPILLAR 416E BACKHOE	414
15	Backhoe	CATERPILLAR 416E BACKHOE	413
16	Backhoe	JOHN DEERE 310 BACKHOE	409
17	Curb Machine	2015 POWER CURBER 5700-C	921003
18	Curb Machine	2020 POWER CURBER 5700-D	921007
19	Curb Machine	2021 POWER CURBER 5700-D	921008
20	Dozer	2017 CATERPILLAR D5K DOZER	201109
21	Dozer	2017 CATERPILLAR D5K DOZER	201110
22	Dozer	2017 CATERPILLAR D5K DOZER	201111
23	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201120
24	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201115
25	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201122
26	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201125
27	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201118
28	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201119
29	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201123
30	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201116
31	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201126
32	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201117
33	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201121
34	Dozer	2018 CATERPILLAR D5K2LGP DOZER	201124
35	Dozer	2018 JOHN DEERE 700K LGP DOZER	201134
36	Dozer	2018 JOHN DEERE 700K LGP DOZER	201133

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
37	Dozer	2018 JOHN DEERE 700K LGP DOZER	201131
38	Dozer	2018 JOHN DEERE 700K LGP DOZER	201132
39	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201140
40	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201146
41	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201141
42	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201142
43	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201145
44	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201148
45	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201149
46	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201152
47	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201139
48	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201158
49	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201143
50	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201144
51	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201151
52	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201147
53	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201137
54	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201138
55	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201156
56	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201136
57	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201157
58	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201153
59	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201154
60	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201150
61	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201155
62	Dozer	2019 CATERPILLAR D5K2LGP DOZER	201135
63	Dozer	2019 CATERPILLAR D6K2LGP DOZER	201159
64	Dozer	2019 CATERPILLAR D6K2LGP DOZER	201160
65	Dozer	2019 CATERPILLAR D6K2LGP DOZER	201163
66	Dozer	2019 CATERPILLAR D6K2LGP DOZER	201161
67	Dozer	2019 CATERPILLAR D6K2LGP DOZER	201162
68	Dozer	2019 JOHN DEERE 450K DOZER	201169
69	Dozer	2019 JOHN DEERE 700KLGP DOZER	201164
70	Dozer	2019 JOHN DEERE 700KLGP DOZER	201167
71	Dozer	2019 JOHN DEERE 700KLGP DOZER	201165

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
72	Dozer	2019 JOHN DEERE 700KLGP DOZER	201166
73	Dozer	2019 JOHN DEERE 700KLGP DOZER	201168
74	Dozer	2020 CATERPILLAR D6K2LGP DOZER	201175
75	Dozer	2020 CATERPILLAR D6K2LGP DOZER	201171
76	Dozer	2020 CATERPILLAR D6K2LGP DOZER	201172
77	Dozer	2020 CATERPILLAR D6K2LGP DOZER	201173
78	Dozer	2020 CATERPILLAR D6K2LGP DOZER	201170
79	Dozer	2020 CATERPILLAR D6K2LGP DOZER	201174
80	Dozer	2021 CATERPILLAR D3LGP DOZER	201189
81	Dozer	2021 CATERPILLAR D3LGP DOZER	201190
82	Dozer	2021 CATERPILLAR D3LGP DOZER	201191
83	Dozer	2021 CATERPILLAR D3LGP DOZER	201192
84	Dozer	2021 CATERPILLAR D3LGP DOZER	201193
85	Dozer	2021 CATERPILLAR D3LGP DOZER	201194
86	Dozer	2021 CATERPILLAR D3LGP DOZER	201195
87	Dozer	2021 CATERPILLAR D3LGP DOZER	201196
88	Dozer	2021 CATERPILLAR D4LGP DOZER	201178
89	Dozer	2021 CATERPILLAR D4LGP DOZER	201179
90	Dozer	2021 CATERPILLAR D4VP DOZER	201197
91	Dozer	2021 CATERPILLAR D4VP DOZER	201198
92	Dozer	2021 JOHN DEERE 650K DOZER	201176
93	Dozer	2021 JOHN DEERE 650K DOZER	201177
94	Dozer	2021 JOHN DEERE 650K DOZER	201180
95	Dozer	2021 JOHN DEERE 650K DOZER	201184
96	Dozer	2021 JOHN DEERE 700L DOZER	201181
97	Dozer	2021 JOHN DEERE 700L DOZER	201183
98	Dozer	2021 JOHN DEERE 700L DOZER	201188
99	Dozer	2021 JOHN DEERE 700L DOZER	201182
100	Excavator	2014 CATERPILLAR 305.5ECR Exc	501012
101	Excavator	2014 CATERPILLAR 305.5ECR Exc	501014
102	Excavator	2014 CATERPILLAR 305.5ECR Exc	501015
103	Excavator	2014 CATERPILLAR 305.5ECR Exc	501016
104	Excavator	2014 CATERPILLAR 305.5ECR Exc	501017
105	Excavator	2014 VOLVO EC340DL EXCAVATOR	501026
106	Excavator	2014 VOLVO EC340DL EXCAVATOR	501027

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
107	Excavator	2015 CATERPILLAR 336EL Hyd Excv	501037
108	Excavator	2016 CATERPILLAR 305 Excavator	501055
109	Excavator	2016 CATERPILLAR 305 Excavator	501056
110	Excavator	2016 CATERPILLAR 305 Excavator	501057
111	Excavator	2016 CATERPILLAR 305 Excavator	501058
112	Excavator	2016 CATERPILLAR 315 Excavator	501050
113	Excavator	2016 CATERPILLAR 315 Excavator	501052
114	Excavator	2016 CATERPILLAR 315 Excavator	501053
115	Excavator	2016 CATERPILLAR 315 Excavator	501054
116	Excavator	2016 CATERPILLAR 349 Excavator	501047
117	Excavator	2016 CATERPILLAR 349 Excavator	501048
118	Excavator	2016 CATERPILLAR 349 Excavator	501049
119	Excavator	2016 KOMATSU PC490LC-11 Excv	501041
120	Excavator	2017 JOHN DEERE 470G Excv	501060
121	Excavator	2017 JOHN DEERE 470G Excv	501061
122	Excavator	2017 VOLVO EC220EL Excavator	501072
123	Excavator	2018 CATERPILLAR 330F Excv	501092
124	Excavator	2018 CATERPILLAR 349-07 Excv	501076
125	Excavator	2018 CATERPILLAR 349-07 Excv	501077
126	Excavator	2018 CATERPILLAR 349-07 Excv	501079
127	Excavator	2018 CATERPILLAR 349FL Excv	501078
128	Excavator	2018 CATERPILLAR 349FL Excv	501080
129	Excavator	2018 CATERPILLAR 349FL Excv	501081
130	Excavator	2018 CATERPILLAR 349FL Excv	501094
131	Excavator	2018 CATERPILLAR 374FL Excv	501088
132	Excavator	2018 JOHN DEERE 135G Excv	501082
133	Excavator	2018 JOHN DEERE 135G Excv	501083
134	Excavator	2018 JOHN DEERE 470GLC Excavator	501062
135	Excavator	2018 JOHN DEERE 470GLC Excavator	501063
136	Excavator	2018 JOHN DEERE 470GLC Excavator	501064
137	Excavator	2018 JOHN DEERE 470GLC Excavator	501065
138	Excavator	2018 VOLVO EC60E Excv	501084
139	Excavator	2018 VOLVO EC60E Excv	501085
140	Excavator	2018 VOLVO EC60E Excv	501086
141	Excavator	2018 VOLVO EC60E Excv	501087

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
142	Excavator	2018 VOLVO ECR145EL Excavator	501066
143	Excavator	2018 VOLVO ECR145EL Excavator	501067
144	Excavator	2018 VOLVO ECR145EL Excavator	501068
145	Excavator	2018 VOLVO ECR145EL Excavator	501069
146	Excavator	2018 VOLVO ECR145EL Excavator	501070
147	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501108
148	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501109
149	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501110
150	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501111
151	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501112
152	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501113
153	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501114
154	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501115
155	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501116
156	Excavator	2019 CATERPILLAR 305.5 Mini Exc	501117
157	Excavator	2019 CATERPILLAR 349FL Exc	501100
158	Excavator	2019 CATERPILLAR 349FL Exc	501101
159	Excavator	2019 CATERPILLAR 349FL Exc	501102
160	Excavator	2019 CATERPILLAR 349FL Exc	501103
161	Excavator	2019 CATERPILLAR 349FL Exc	501104
162	Excavator	2019 CATERPILLAR 349FL Exc	501105
163	Excavator	2019 CATERPILLAR 349FL Exc	501106
164	Excavator	2019 CATERPILLAR 349FL Exc	501107
165	Excavator	2019 JOHN DEERE 470GF Exc	501118
166	Excavator	2019 JOHN DEERE 470GF Exc	501119
167	Excavator	2019 JOHN DEERE 470GF Exc	501120
168	Excavator	2019 JOHN DEERE 470GF Exc	501121
169	Excavator	2019 JOHN DEERE 470GF Exc	501122
170	Excavator	2019 JOHN DEERE 470GF Exc	501123
171	Excavator	2019 JOHN DEERE 470GF Exc	501124
172	Excavator	2019 JOHN DEERE 470GF Exc	501125
173	Excavator	2019 KOMATSU PC360LC-11 Exc	501127
174	Excavator	2019 KOMATSU PC360LC-11 Exc	501128
175	Excavator	2019 KOMATSU PC360LC-11 Exc	501129
176	Excavator	2019 KOMATSU PC360LC-11 Exc	501126

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
177	Excavator	2019 VOLVO ECR145EL Exc	501095
178	Excavator	2019 VOLVO ECR145EL Exc	501096
179	Excavator	2019 VOLVO ECR145EL Exc	501097
180	Excavator	2019 VOLVO ECR145EL Exc	501098
181	Excavator	2019 VOLVO ECR145EL Exc	501099
182	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501134
183	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501135
184	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501136
185	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501137
186	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501138
187	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501139
188	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501140
189	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501141
190	Excavator	2020 CATERPILLAR 305E2 Mini Exc	501143
191	Excavator	2020 CATERPILLAR 315 Exc	501130
192	Excavator	2020 JOHN DEERE 470GLC	501142
193	Excavator	2020 JOHN DEERE 470GLC EXCAVATOR	501131
194	Excavator	2021 CATERPILLAR 349-07 EXC	501145
195	Excavator	2021 CATERPILLAR 349-07 EXC	501150
196	Excavator	2021 CATERPILLAR 349-07 EXC	501151
197	Excavator	2021 CATERPILLAR 349-07 EXC	501152
198	Excavator	2021 CATERPILLAR 349-07 EXC	501153
199	Excavator	2021 HITACHI ZX470LC-6 EXCAVATORS	501147
200	Excavator	2021 HITACHI ZX470LC-6 EXCAVATORS	501148
201	Excavator	2021 HITACHI ZX470LC-6 EXCAVATORS	501149
202	Excavator	2021 JOHN DEERE 470G Exc	501144
203	Excavator	2021 JOHN DEERE 470GF EXC	501146
204	Fork Lift	2011 CATERPILLAR PD8000 FORK LIFT	951045
205	Fork Lift	2011 CATERPILLAR PD8000 FORK LIFT	951089
206	Fork Lift	2014 NAVIGATOR RT5500 FORK LIFT	951017
207	Fork Lift	2015 NAVIGATOR RT6500 FORK LIFT	951027
208	Grader	2007 CATERPILLAR 12H Grader	706
209	Grader	2013 JOHN DEERE 672GP Motor Grader	701000
210	Grader	2013 JOHN DEERE 672GP Motor Grader	701001
211	Grader	2014 CATERPILLAR 120M GRADER	701002

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
212	Grader	2015 JOHN DEERE 672GP Grader	701003
213	Grader	2016 CATERPILLAR 120M2 Grader	701004
214	Grader	2016 CATERPILLAR 120M2 Grader	701005
215	Grader	2017 CATERPILLAR 140K Grader	701006
216	Grader	2018 CATERPILLAR 120M2 Grader	701007
217	Grader	2019 CATERPILLAR 120M2AWD Grd	701010
218	Grader	2019 CATERPILLAR 120M2AWD Grd	701011
219	Grader	2019 JOHN DEERE 672G Grader	701008
220	Grader	2019 JOHN DEERE 672G Grader	701009
221	Grader	2020 CATERPILLAR 120M2 AWD Grader	701012
222	Grader	2021 JOHN DEERE 672G Grader	701013
223	Loader	2014 CATERPILLAR 938K WHEEL LOADER	301010
224	Loader	2014 CATERPILLAR 938K WHEEL LOADER	301014
225	Loader	2014 KOMATSU WA320 WHEEL LOADER	301008
226	Loader	2015 KOMATSU WA270-7 LOADER	301067
227	Loader	2016 KOMATSU WA320 LOADER	301040
228	Loader	2016 KOMATSU WA320 LOADER	301041
229	Loader	2016 KOMATSU WA320 LOADER	301044
230	Loader	2016 KOMATSU WA320 LOADER	301042
231	Loader	2016 KOMATSU WA320 LOADER	301039
232	Loader	2016 KOMATSU WA320 LOADER	301043
233	Loader	2016 VOLVO L110H LOADER	301038
234	Loader	2016 VOLVO L110H LOADER	301036
235	Loader	2016 VOLVO L110H LOADER	301037
236	Loader	2016 VOLVO L110H LOADER	301033
237	Loader	2016 VOLVO L110H LOADER	301035
238	Loader	2016 VOLVO L110H LOADER	301034
239	Loader	2016 VOLVO L110H WHEEL LOADER	301027
240	Loader	2016 VOLVO L110H WHEEL LOADER	301026
241	Loader	2016 VOLVO L110H WHEEL LOADER	301028
242	Loader	2016 VOLVO L90H WHEEL LOADER	301029
243	Loader	2016 VOLVO L90H WHEEL LOADER	301031
244	Loader	2016 VOLVO L90H WHEEL LOADER	301030
245	Loader	2016 VOLVO L90H WHEEL LOADER	301032
246	Loader	2017 VOLVO L110H LOADER	301050

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
247	Loader	2017 VOLVO L110H LOADER	301051
248	Loader	2017 VOLVO L110H LOADER	301053
249	Loader	2017 VOLVO L110H LOADER	301054
250	Loader	2017 VOLVO L110H LOADER	301052
251	Loader	2017 VOLVO L110H WHEEL LOADER	301058
252	Loader	2017 VOLVO L110H WHEEL LOADER	301057
253	Loader	2017 VOLVO L90H LOADER	301056
254	Loader	2017 VOLVO L90H LOADER	301049
255	Loader	2017 VOLVO L90H LOADER	301045
256	Loader	2017 VOLVO L90H LOADER	301046
257	Loader	2017 VOLVO L90H LOADER	301048
258	Loader	2017 VOLVO L90H LOADER	301055
259	Loader	2017 VOLVO L90H LOADER	301047
260	Loader	2018 CATERPILLAR 950GC LOADER	301059
261	Loader	2018 CATERPILLAR 950GC LOADER	301060
262	Loader	2018 CATERPILLAR 950GC LOADER	301061
263	Loader	2018 KOMATSU WA320-8 LOADER	301062
264	Loader	2018 KOMATSU WA320-8 LOADER	301064
265	Loader	2018 KOMATSU WA320-8 LOADER	301065
266	Loader	2018 KOMATSU WA320-8 LOADER	301063
267	Loader	2019 CATERPILLAR 950GC LOADER	301089
268	Loader	2019 CATERPILLAR 950GC LOADER	301087
269	Loader	2019 CATERPILLAR 950GC LOADER	301083
270	Loader	2019 CATERPILLAR 950GC LOADER	301085
271	Loader	2019 CATERPILLAR 950GC LOADER	301084
272	Loader	2019 CATERPILLAR 950GC LOADER	301088
273	Loader	2019 CATERPILLAR 950GC LOADER	301079
274	Loader	2019 CATERPILLAR 950GC LOADER	301075
275	Loader	2019 CATERPILLAR 950GC LOADER	301078
276	Loader	2019 CATERPILLAR 950GC LOADER	301081
277	Loader	2019 CATERPILLAR 950GC LOADER	301086
278	Loader	2019 CATERPILLAR 950GC LOADER	301082
279	Loader	2019 CATERPILLAR 950GC LOADER	301074
280	Loader	2019 CATERPILLAR 950GC LOADER	301077
281	Loader	2019 CATERPILLAR 950GC LOADER	301080

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
282	Loader	2019 CATERPILLAR 950GC LOADER	301076
283	Loader	2019 KOMATSU WA320-8 LOADER	301091
284	Loader	2019 KOMATSU WA320-8 LOADER	301093
285	Loader	2019 KOMATSU WA320-8 LOADER	301090
286	Loader	2019 KOMATSU WA320-8 LOADER	301092
287	Loader	2019 KOMATSU WA320-8 LOADER	301094
288	Loader	2019 KOMATSU WA320-8 LOADER	301095
289	Loader	2019 VOLVO L90H LOADER	301068
290	Loader	2019 VOLVO L90H LOADER	301072
291	Loader	2019 VOLVO L90H LOADER	301070
292	Loader	2019 VOLVO L90H LOADER	301071
293	Loader	2019 VOLVO L90H LOADER	301073
294	Loader	2019 VOLVO L90H LOADER	301069
295	Loader	2020 VOLVO L110H LOADER	301096
296	Loader	2020 VOLVO L110H LOADER	301097
297	Loader	2020 VOLVO L150H LOADER	301098
298	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301101
299	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301102
300	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301103
301	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301104
302	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301105
303	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301106
304	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301107
305	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301108
306	Loader	2021 CATERPILLAR 950M WHEEL LOADER	301109
307	Loader	2021 VOLVO L150H WHEEL LOADER	301110
308	Mixer	2013 BOMAG 364 MIXER	131000
309	Mixer	2014 BOMAG 364R MIXER	131001
310	Mixer	2016 BOMAG MPH364R MIXER	131003
311	Mixer	2016 BOMAG MPH364R MIXER	131002
312	Mixer	2018 BOMAG RS 360 MIXER	131004
313	Mixer	2019 JOHN DEERE BOMAG RS360 MIXER	131005
314	Off Road Dump	2016 VOLVO A30G END DUMP	151044
315	Off Road Dump	2017 VOLVO A30G END DUMP	151050
316	Off Road Dump	2017 VOLVO A30G END DUMP	151058

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
317	Off Road Dump	2017 VOLVO A30G END DUMP	151057
318	Off Road Dump	2017 VOLVO A30G END DUMP	151051
319	Off Road Dump	2017 VOLVO A30G END DUMP	151060
320	Off Road Dump	2017 VOLVO A30G END DUMP	151059
321	Off Road Dump	2017 VOLVO A40G END DUMP	151056
322	Off Road Dump	2017 VOLVO A40G END DUMP	151054
323	Off Road Dump	2017 VOLVO A40G END DUMP	151055
324	Off Road Dump	2018 CATERPILLAR 730 END DUMP	151065
325	Off Road Dump	2018 CATERPILLAR 730 END DUMP	151064
326	Off Road Dump	2018 CATERPILLAR 730 END DUMP	151067
327	Off Road Dump	2018 CATERPILLAR 730 END DUMP	151066
328	Off Road Dump	2018 VOLVO A40G END DUMP	151068
329	Off Road Dump	2018 VOLVO A40G END DUMP	151069
330	Off Road Dump	2019 CATERPILLAR 745C END DUMP	151072
331	Off Road Dump	2019 CATERPILLAR 745C END DUMP	151073
332	Off Road Dump	2019 CATERPILLAR 745C END DUMP	151070
333	Off Road Dump	2019 CATERPILLAR 745C END DUMP	151071
334	Off Road Dump	2019 VOLVO A30G END DUMP	151082
335	Off Road Dump	2019 VOLVO A30G END DUMP	151083
336	Off Road Dump	2020 VOLVO A30G END DUMP	151086
337	Off Road Dump	2020 VOLVO A30G END DUMP	151087
338	Off Road Dump	2020 VOLVO A30G END DUMP	151085
339	Off Road Dump	2020 VOLVO A40G END DUMP	151084
340	Off Road Dump	2021 VOLVO A30G END DUMP	151088
341	Off Road Dump	2021 VOLVO A30G END DUMP	151089
342	Off Road Dump	2021 VOLVO A30G END DUMP	151090
343	Off Road Dump	2021 VOLVO A30G END DUMP	151091
344	Off Road Dump	2021 VOLVO A30G END DUMP	151092
345	Off Road Dump	2021 VOLVO A30G END DUMP	151093
346	Off Road Dump	2021 VOLVO A30G END DUMP	151094
347	Off Road Dump	2021 VOLVO A30G END DUMP	151095
348	Paver	2018 CATERPILLAR AP1000 PAVER	101000
349	Paver	2018 CATERPILLAR AP555F PAVER	101001
350	Paver	2019 WEILER P285B PAVER	101002
351	Pugmill	2013 RAPID MIX 600C Plant	921000

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
352	Pugmill	2021 RI 600C Pug Mill	921012
353	Pugmill	RAPID MIX 400C Pug Mill	921006
354	Roller	2007 BOMAG BW 124 Co	624
355	Roller	2013 HAMM 3410 Roller	601006
356	Roller	2013 HAMM HD70 Roller	601010
357	Roller	2013 HAMM HD70 Roller	601011
358	Roller	2014 HAMM H111X Roller	601012
359	Roller	2015 HAMM H111X ROLLER	601018
360	Roller	2016 BOMAG BW211 Roller	601025
361	Roller	2016 BOMAG BW211 Roller	601026
362	Roller	2016 BOMAG BW211 Roller	601027
363	Roller	2016 HAMM HD70I VT Roller 601024	601024
364	Roller	2017 BOMAG BW211D-5	601028
365	Roller	2017 BOMAG BW211D-5	601029
366	Roller	2017 BOMAG BW211D-5	601030
367	Roller	2017 BOMAG BW211D-5	601031
368	Roller	2018 CATERPILLAR CB34B Roller	601036
369	Roller	2018 CATERPILLAR CB7 Roller	601046
370	Roller	2018 CATERPILLAR CB7 Roller	601047
371	Roller	2018 CATERPILLAR CW16 Roller	601032
372	Roller	2018 CATERPILLAR CW16 Roller	601037
373	Roller	2018 HAMM HD70iVO Roller	601033
374	Roller	2018 HAMM HD70iVO Roller	601034
375	Roller	2018 HAMM HD70iVO Roller	601035
376	Roller	2018 VOLVO SD115B Roller	601048
377	Roller	2018 VOLVO SD115B Roller	601049
378	Roller	2019 BOMAG BW124 Roller	601038
379	Roller	2019 BOMAG BW124 Roller	601039
380	Roller	2019 BOMAG BW124 Roller	601040
381	Roller	2019 BOMAG BW124 Roller	601041
382	Roller	2019 BOMAG BW124 Roller	601042
383	Roller	2019 BOMAG BW124 Roller	601043
384	Roller	2019 BOMAG BW124 Roller	601044
385	Roller	2019 BOMAG BW124 Roller	601045
386	Roller	2019 CATERPILLAR CB7 Double Roller	601059

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
387	Roller	2019 CATERPILLAR CB7 Roller	601058
388	Roller	2019 CATERPILLAR CB7 Roller	601060
389	Roller	2019 CATERPILLAR CB7 Roller	601061
390	Roller	2019 CATERPILLAR CB7 Roller	601062
391	Roller	2019 CATERPILLAR CB7 Roller	601063
392	Roller	2019 VOLVO SD115B Roller	601052
393	Roller	2019 VOLVO SD115B Roller	601053
394	Roller	2019 VOLVO SD115B Roller	601054
395	Roller	2019 VOLVO SD115B Roller	601055
396	Roller	2019 VOLVO SD115B Roller	601056
397	Roller	2019 VOLVO SD115B Roller	601057
398	Roller	2020 CATERPILLAR CS34 Roller	601064
399	Roller	2020 JOHN DEERE BW-124DH-5 Roller	601065
400	Roller	2020 JOHN DEERE BW-124DH-5 Roller	601066
401	Roller	2020 JOHN DEERE BW-124DH-5 Roller	601067
402	Roller	2020 JOHN DEERE BW-161-AD-5 Roller	601068
403	Roller	2020 JOHN DEERE BW-161-AD-5 Roller	601069
404	Roller	2020 JOHN DEERE BW-161-AD-5 Roller	601070
405	Roller	2020 JOHN DEERE BW-161-AD-5 Roller	601071
406	Roller	2020 JOHN DEERE BW-211 Roller	601072
407	Roller	2020 JOHN DEERE BW-211 Roller	601073
408	Roller	2020 JOHN DEERE BW-211 Roller	601074
409	Roller	2020 JOHN DEERE BW-211 Roller	601075
410	Roller	2020 JOHN DEERE BW-211 Roller	601076
411	Roller	2020 JOHN DEERE BW-211 Roller	601077
412	Roller	2020 JOHN DEERE BW-211 Roller	601078
413	Roller	2021 BOMAG BW124DH-5 Roller	601080
414	Roller	2021 BOMAG BW124DH-5 Roller	601087
415	Roller	2021 BOMAG BW124DH-5 Roller	601088
416	Roller	2021 BOMAG BW124DH-5 Roller	601090
417	Roller	2021 BOMAG BW211D-5 Roller	601081
418	Roller	2021 BOMAG BW211D-5 Roller	601082
419	Roller	2021 BOMAG BW211D-5 Roller	601083
420	Roller	2021 BOMAG BW211D-5 Roller	601085
421	Roller	2021 BOMAG BW211D-5 Roller	601086

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
422	Roller	2021 BOMAG BW211D-5 Roller	601089
423	Roller	2021 CATERPILLAR CB34B Roller	601079
424	Skid Steer	2014 T650 BOBCAT LOADER	901021
425	Skid Steer	2015 BOBCAT T550 SKID STEER	901028
426	Skid Steer	2015 BOBCAT T650 T4 Track LOADER	901024
427	Skid Steer	2016 BOBCAT T650 T4 SKID	901039
428	Skid Steer	2016 BOBCAT T650 T4 SKID	901040
429	Skid Steer	2016 BOBCAT T650 T4 SKID	901041
430	Skid Steer	2016 BOBCAT T650 T4 SKID	901042
431	Skid Steer	2016 BOBCAT T650 T4 SKID	901043
432	Skid Steer	2016 BOBCAT T650 T4 SKID	901044
433	Skid Steer	2016 BOBCAT T650 T4 SKID	901046
434	Skid Steer	2017 CATERPILLAR 239D Skid Steer	901050
435	Skid Steer	2017 CATERPILLAR 289D Skid Steer	901051
436	Skid Steer	2017 CATERPILLAR 289D Skid Steer	901052
437	Skid Steer	2017 CATERPILLAR 289D Skid Steer	901053
438	Skid Steer	2017 CATERPILLAR 289D Skid Steer	901054
439	Skid Steer	2017 Takeuchi TL10V-2 Skid Steer	901055
440	Skid Steer	2018 CATERPILLAR 262D Skid Steer	901062
441	Skid Steer	2018 CATERPILLAR 262D Skid Steer w/ Planer	901060
442	Skid Steer	2019 CATERPILLAR 239D SKID STEER	901092
443	Skid Steer	2019 CATERPILLAR 239D SKID STEER	901093
444	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901080
445	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901085
446	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901090
447	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901083
448	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901088
449	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901089
450	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901091
451	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901081
452	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901082
453	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901087
454	Skid Steer	2019 TAKEUCHI TL10V2R SKID	901084
455	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901112
456	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901113

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
457	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901114
458	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901115
459	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901116
460	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901118
461	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901119
462	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901120
463	Skid Steer	2020 CATERPILLAR 289 Cab Skid	901121
464	Skid Steer	2020 CATERPILLAR 289D3 Skid	901101
465	Skid Steer	2020 JOHN DEERE 325F Cab Skid	901132
466	Skid Steer	2020 JOHN DEERE 325G Cab Skid	901122
467	Skid Steer	2020 JOHN DEERE 325G Cab Skid	901123
468	Tractor / Misc.	2009 KUBOTA L5240 TRACTOR	910
469	Tractor / Misc.	2011 JOHN DEERE 8285R TRACTOR	920
470	Tractor / Misc.	2013 JOHN DEERE 825i Gator	901002
471	Tractor / Misc.	2013 KUB 4WD Tractor BOX BLADE	901000
472	Tractor / Misc.	2013 Kub BOX BLADE/Tractor	901003
473	Tractor / Misc.	2013 VERMEER TRENCHER S650TX	951008
474	Tractor / Misc.	2014 JOHN DEERE 9460R Tractor	901027
475	Tractor / Misc.	2014 KUBOTA TRACTOR	924
476	Tractor / Misc.	2014 LAYMOR BROOM TRAC	901010
477	Tractor / Misc.	2014 LAYMOR BROOM TRAC	901011
478	Tractor / Misc.	2014 LAYMOR BROOM TRAC	901012
479	Tractor / Misc.	2014 LAYMOR BROOM TRAC	901013
480	Tractor / Misc.	2014 LAYMOR BROOM TRAC	901014
481	Tractor / Misc.	2014 LAYMOR SWEEPER	901006
482	Tractor / Misc.	2014 LAYMOR SWEEPER	901007
483	Tractor / Misc.	2014 MASSEY FERGUSON BOX BLADE	901015
484	Tractor / Misc.	2014 MASSEY FERGUSON BOX BLADE	901016
485	Tractor / Misc.	2014 MASSEY FERGUSON BOX BLADE	901017
486	Tractor / Misc.	2014 MASSEY FERGUSON BOX BLADE	901018
487	Tractor / Misc.	2014 VERMEER TRENCHER S800TX	951016
488	Tractor / Misc.	2015 JOHN DEERE 4052R BOX BLADE	901031
489	Tractor / Misc.	2015 JOHN DEERE 4052R BOX BLADE	901032
490	Tractor / Misc.	2016 JOHN DEERE 825GE ATV	901049
491	Tractor / Misc.	2016 JOHN DEERE 8295R DISC TRACTOR	901045

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
492	Tractor / Misc.	2016 JOHN DEERE 8320R DISC TRACTOR	901047
493	Tractor / Misc.	2016 KUBOTA MX5200HST BOX BLADE	901037
494	Tractor / Misc.	2016 KUBOTA MX5200HST BOX BLADE	901038
495	Tractor / Misc.	2017 BOBCAT 3400XG ATV	901048
496	Tractor / Misc.	2017 JOHN DEERE 8295R Tractor	901057
497	Tractor / Misc.	2017 JOHN DEERE 8320R Disc	901064
498	Tractor / Misc.	2018 JOHN DEERE 825MS4 Gato ATV	901061
499	Tractor / Misc.	2018 KUBOTA MX5200 BOX BLADE	901059
500	Tractor / Misc.	2018 KUBOTA MX5200 BOX BLADE	901058
501	Tractor / Misc.	2019 JOHN DEERE 8R310 Tractor AG	901100
502	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901065
503	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901066
504	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901067
505	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901068
506	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901069
507	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901070
508	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901071
509	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901072
510	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901073
511	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901074
512	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901075
513	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901076
514	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901077
515	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901078
516	Tractor / Misc.	2019 LAYMOR SM300 BROOM	901079
517	Tractor / Misc.	2020 JOHN DEERE 350 LAWN TRACTOR	501132
518	Tractor / Misc.	2020 JOHN DEERE 350 LAWN TRACTOR	501133
519	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901102
520	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901103
521	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901104
522	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901105
523	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901106
524	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901107
525	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901108
526	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901109

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
527	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901110
528	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901111
529	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901125
530	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901126
531	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901127
532	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901128
533	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901129
534	Tractor / Misc.	2020 JOHN DEERE SM-300 LAYMOR BROOM	901124
535	Tractor / Misc.	2020 KUBOTA BX5400HST BOX BLADE	901096
536	Tractor / Misc.	2020 KUBOTA L6060 W/ CAB Broom	901130
537	Tractor / Misc.	2020 KUBOTA L6060 W/ CAB Broom	901131
538	Tractor / Misc.	2020 KUBOTA MX5200HST BOX BLADE	901098
539	Tractor / Misc.	2020 KUBOTA MX5200HST BOX BLADE	901099
540	Tractor / Misc.	2020 KUBOTA MX5400HST BOX BLADE	901094
541	Tractor / Misc.	2020 KUBOTA MX5400HST BOX BLADE	901095
542	Tractor / Misc.	2020 KUBOTA MX5400HST BOX BLADE	901097
543	Tractor / Misc.	2021 JOHN DEERE 9470R TCT	901133
544	Tractor / Misc.	A240 Disc D240252	D240252
545	Tractor / Misc.	AGCO CHALLENGER Attachment AH200	235
546	Tractor / Misc.	KUBOTA MX5100HST TRACTOR	913
547	Transport Truck	2006 PETERBILT 335 WT	195
548	Transport Truck	2006 PETERBILT 385	111
549	Transport Truck	2006 STERLING	1155
550	Transport Truck	2007 FREIGHTLINER	112
551	Transport Truck	2016 114SD FREIGHTLINER	11346
552	Transport Truck	2016 PETERBILT 337	11438
553	Transport Truck	2017 KENWORTH TS00	11393
554	Transport Truck	2018 PETERBILT 389	11426
555	Transport Truck	2018 PETERBILT 389	11427
556	Transport Truck	2019 PETERBILT 389	11437
557	Transport Truck	2019 PETERBILT 389	11475
558	Transport Truck	2020 FREIGHTLINER 114SD	11474
559	TV Truck	2016 FORD F550 TV Truck	11378
560	TV Truck	2019 F550 CAMERA TRUCK	11484
561	Vac Truck	2015 AJV215 Vac Truck	11377

COMPANY OWNED MAJOR EQUIPMENT

Item No.	Type	Description and Capacity of Items	RIPA Unit No.
562	Vac Truck	2020 KENWORTH T800	11548
563	Vac Truck	2020 KENWORTH T800	11549
564	Water Truck	1994 F700 WATER TRUCK	199
565	Water Truck	1999 STERLING L7501 WT	189
566	Water Truck	2004 CATERPILLAR 725 CONVERTED WATER TRUCK	121005
567	Water Truck	2004 CATERPILLAR 735 CONVERTED WATER TRUCK	121008
568	Water Truck	2004 CATERPILLAR 735 CONVERTED WATER TRUCK	121007
569	Water Truck	2004 CATERPILLAR 735 CONVERTED WATER TRUCK	121006
570	Water Truck	2004 CATERPILLAR 740 CONVERTED WATER TRUCK	121010
571	Water Truck	2004 INTERNATIONAL WATER TRUCK	196
572	Water Truck	2005 CATERPILLAR 740 CONVERTED WATER TRUCK	121009
573	Water Truck	2005 FORD F750XL WATER TRUCK	121016
574	Water Truck	2006 FORD F650 WATER TRUCK	121014
575	Water Truck	2007 FORD F750XL WATER TRUCK	121015
576	Water Truck	2011 CATERPILLAR 725 CONVERTED WATER TRUCK	121012
577	Water Truck	2011 VOLVO A25F CONVERTED WATER TRUCK	121011
578	Water Truck	2012 VOLVO A25F CONVERTED WATER TRUCK	121013
579	Water Truck	2013 USED INTERNATIONAL 4300 WATER TRUCK	121002
580	Water Truck	2013 USED INTERNATIONAL 4300 WATER TRUCK	121003
581	Water Truck	2013 USED INTERNATIONAL 4300 WATER TRUCK	121001
582	Water Truck	2013 USED INTERNATIONAL 4300 WATER TRUCK	121000
583	Water Truck	2014 BMY HARSCO TRUCK	921002
584	Water Truck	2014 VOLVO A30F CONVERTED 6000g WATER TRUCK	121017
585	Water Truck	2014 VOLVO A30F CONVERTED 6000g WATER TRUCK	121018
586	Water Truck	2014 VOLVO A30F CONVERTED 6000g WATER TRUCK	121021
587	Water Truck	2014 VOLVO A30F CONVERTED 6000g WATER TRUCK	121022
588	Water Truck	2014 VOLVO A35F CONVERTED 7000g WATER TRUCK	121019
589	Water Truck	2014 VOLVO A35F CONVERTED 7000g WATER TRUCK	121020
590	Water Truck	2019 KLEIN KPT120 WATER TOWER	121023

STATUS OF CONTRACTS ON HAND

Project Name, Owner, Project Location	Contract or Subcontract Amount	Amount Sublet to Others	Balance of Contract Amount	UNCOMPLETED AMOUNT		Percent Complete
				As Prime Contractor	As Subcontractor	
Manhattan Ave, Lennar, Hillsborough County, Florida	\$400,000	\$200,000	\$300,000	\$100,000		71.26%
Wolf Creek, Brookfield Properties, Hillsborough County, Florida	\$47,000,000	\$3,500,000	\$43,500,000	\$5,400,000		87.61%
Baycare Plant City, Barton Malow, Hillsborough County, Florida	\$9,500,000	\$2,400,000	\$7,100,000		\$2,600,000	63.23%
Advent Health Riverview, Robins & Morton, Hillsborough County, Florida	\$12,500,000	\$2,600,000	\$9,900,000		\$3,600,000	63.16%
Angeline Phase 3, Len-Angeline, LLC / Metro Development Group, Pasco County, Florida	\$16,700,000	\$2,800,000	\$13,900,000	\$2,700,000		80.44%
Trailhead Ocala, Conlan Company, Marion County, Florida	\$12,100,000	\$3,200,000	\$8,900,000		\$1,400,000	84.02%
Tapestry at Big Bend, Arlington Big Bend, LLC, Hillsborough County, Florida	\$5,300,000	\$1,300,000	\$4,000,000	\$1,100,000		73.09%
Altis Suncoast, Altman Glenewinkel Construction, Pasco County, Florida	\$9,200,000	\$2,500,000	\$6,800,000		\$1,200,000	82.43%
Persimmon Park Phase 2, Classic Neighborhood Development, LLC / David Weekly Homes, Pasco County, Florida	\$11,200,000	\$4,400,000	\$6,900,000	\$700,000		90.05%
Bay View Del Webb Amenity, Pulte Homes, Manatee County, Florida	\$280,000	\$40,000	\$240,000	\$50,000		79.53%
Law Property, Pulte Group, Pasco County, Florida	\$8,000,000	\$1,800,000	\$6,300,000	\$700,000		88.61%
North River Ranch Ph. 4B , North River Ranch CDD / Neal Communities, Manatee County, Florida	\$3,100,000	\$700,000	\$2,400,000	\$400,000		84.86%
Bayview Phase 3, Pulte Group, Manatee County, Florida	\$9,900,000	\$2,200,000	\$7,700,000	\$600,000		92.04%
Parrish Lakes Mass Grading, Metro Development, Manatee County, Florida	\$17,500,000	\$1,800,000	\$15,700,000	\$2,600,000		83.69%
Two Rivers Offsites, Eisenhower Property Group, Pasco County, Florida	\$8,100,000	\$2,100,000	\$6,000,000	\$1,100,000		82.09%

STATUS OF CONTRACTS ON HAND

Project Name, Owner, Project Location	Contract or Subcontract Amount	Amount Sublet to Others	Balance of Contract Amount	UNCOMPLETED AMOUNT		Percent Complete
				As Prime Contractor	As Subcontractor	
Mirada Parcel 3, Mirada CDD / Metro Development Group, Pasco County, Florida	\$6,800,000	\$1,700,000	\$5,200,000	\$2,000,000		62.04%
Bungalo Walk, Tavistock Development Company, Sarasota County, Florida	\$8,300,000	\$1,400,000	\$6,800,000	\$4,600,000		32.38%
Connerton 4-1, Lennar Homes, Pasco County, Florida	\$8,600,000	\$2,100,000	\$6,500,000	\$1,900,000		70.66%
Two Rivers A1/A2, Eisenhower Property Group, Pasco County, Florida	\$31,300,000	\$6,200,000	\$25,100,000	\$10,000,000		60.19%
Mirada Active Adult Ph2, Metro Development Group, Pasco County, Florida	\$7,100,000	\$2,500,000	\$4,600,000	\$3,000,000		34.80%
Bloomington Townes, Mattamy Homes, Hillsborough County, Florida	\$2,900,000	\$700,000	\$2,100,000	\$800,000		64.39%
Watergrass PBC Parcel 3, Meritage Homes, Pasco County, Florida	\$2,600,000	\$600,000	\$2,000,000	\$900,000		56.71%
Angeline School Road, Metro Development, Pasco County, Florida	\$4,800,000	\$1,400,000	\$3,400,000	\$1,500,000		56.96%
Emerald Landing, David Weekly Homes, Sarasota County, Florida	\$7,400,000	\$2,500,000	\$4,900,000	\$2,800,000		43.62%
Angeline Amenity, Lennar Homes, Pasco County, Florida	\$1,500,000	\$400,000	\$1,100,000	\$500,000		56.71%
Stonegate Preserve, Lennar Homes, Manatee County, Florida	\$29,700,000	\$8,300,000	\$21,400,000	\$15,400,000		27.86%
52 Industrial, State Road 52 Industrial, LLC, Pasco County, Florida	\$3,600,000	\$1,200,000	\$2,400,000	\$1,100,000		55.41%
Towns At Woodsdale, Boos Development Group, LLC, Pasco County, Florida	\$11,000,000	\$3,000,000	\$8,000,000	\$5,000,000		37.14%
Project Woodworking, ARCO Design Build, Inc., Manatee County, Florida	\$21,000,000	\$5,600,000	\$15,400,000		\$15,300,000	0.11%

STATUS OF CONTRACTS ON HAND

Project Name, Owner, Project Location	Contract or Subcontract Amount	Amount Sublet to Others	Balance of Contract Amount	UNCOMPLETED AMOUNT		Percent Complete
				As Prime Contractor	As Subcontractor	
Mandarin Grove, Kolter Land, Manatee County, Florida	\$11,900,000	\$2,900,000	\$9,000,000	\$7,500,000		17.26%
Mirada Active Adult 2ACDJ, Lencore, LLC / Metro Development Group, Pasco County, Florida	\$4,900,000	\$900,000	\$4,000,000	\$2,500,000		37.85%
Verrea Ph 2A, DR Horton, Hillsborough County, Florida	\$9,900,000	\$2,900,000	\$7,000,000	\$4,400,000		37.57%
Starkey Lakes North, Ed Taylor Construction, Pinellas County, Florida	\$5,200,000	\$1,200,000	\$3,900,000		\$3,500,000	10.70%
North Pasco Corporate Center, Ed Taylor Construction, Pasco County, Florida	\$12,100,000	\$2,200,000	\$9,900,000		\$9,800,000	0.50%
RLE Overpass Ph 2/3, M/I Homes, Pasco County, Florida	\$2,400,000	\$500,000	\$1,900,000	\$1,200,000		36.99%
North River Ranch CDD 4C, North River Ranch CDD/ Neal Communities, Manatee County, Florida	\$4,200,000	\$900,000	\$3,300,000	\$2,700,000		18.83%
Kbar Parcel G, M/I Homes, Hillsborough County/ City of Tampa, Florida	\$4,800,000	\$1,000,000	\$3,800,000	\$3,200,000		16.16%
University Parkway Apartments, Arlington Construction Services, Sarasota County, Florida	\$6,200,000	\$1,800,000	\$4,400,000		\$4,300,000	2.23%
Project Channel, Layton Construction Company, Pasco County, Florida	\$43,300,000	\$17,500,000	\$25,700,000		\$24,400,000	5.31%
Deerbrook, Kolter Land Partners, Pasco County, Florida	\$19,100,000	\$5,900,000	\$13,200,000	\$12,600,000		5.09%
Project Bessie, Haskell Company, Hillsborough County / City of Tampa, Florida	\$5,000,000	\$2,300,000	\$2,800,000		\$1,600,000	41.47%
Parrish Lakes 1E, Metro Development Group, Manatee County, Florida	\$4,800,000	\$1,100,000	\$3,700,000	\$3,700,000		0.07%
Kirkland K-8 School, Creative Contractors, Pasco County, Florida	\$6,600,000	\$2,200,000	\$4,400,000		\$4,200,000	3.52%
Wiregrass C5 Mass Grading, Locust Branch, Pasco County, Florida	\$3,400,000	\$1,900,000	\$1,500,000	\$1,500,000		0.14%

STATUS OF CONTRACTS ON HAND

Project Name, Owner, Project Location	Contract or Subcontract Amount	Amount Sublet to Others	Balance of Contract Amount	UNCOMPLETED AMOUNT		Percent Complete
				As Prime Contractor	As Subcontractor	
Wiregrass Parcel M25, Locust Branch, Pasco County, Florida	\$2,300,000	\$500,000	\$1,700,000	\$1,700,000		0.00%
Bayview Phase 4 Infrastructure, Pulte, Manatee County, Florida	\$5,900,000	\$1,200,000	\$4,700,000	\$4,700,000		0.00%
Newport Isles, Newport Isles CDD, Manatee County, Florida	\$20,300,000	\$4,600,000	\$15,700,000	\$15,700,000		0.12%
Wolf Creek Phase B, Newland, Hillsborough County, Florida	\$7,600,000	\$1,600,000	\$6,000,000	\$6,000,000		0.11%
North River Ranch 4C Infrastructure, North River Ranch CDD/Neal Communities, Manatee County, Florida	\$10,200,000	\$2,200,000	\$8,000,000	\$8,000,000		1.09%
North River Ranch Amenity, North River Ranch CDD/Neal Communities, Manatee County, Florida	\$7,300,000	\$1,800,000	\$5,400,000	\$5,400,000		1.13%
Mirada Active Adult Phase 2B, Metro Development Group, Pasco County, Florida	\$2,000,000	\$500,000	\$1,500,000	\$1,500,000		0.03%

SUBTOTAL UNCOMPLETED WORK

\$139,220,000

\$67,550,000

SUBTOTAL UNCOMPLETED WORK ON HAND

\$206,770,000

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name [Redacted: & Associates, LLC]

Date [Redacted: January 20, 2023]

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer’s annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER’S REPRESENTATIVE ON THIS PROJECT ³
[Redacted: attached listing of Projects Completed in the Last Two Years]						

¹ ‘Prime or Sub’ should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
² ‘Owner Name/Location’ should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
³ ‘Name & Phone Number of Owner’s Representative on this Project’ should list a reference from the business entity listed in the previous column familiar with Proposer’s contract performance.

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
Angeline Argihood, Len-Angeline, LLC / Metro Development Group	Pasco County	\$2,300,000	Prime	Commercial - Complete Site Development	2022
Winding Ridge Phase 3, GL Homes	Pasco County	\$3,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Gracewater, Gracewater CDD	Sarasota County	\$11,700,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Silverstone Phase 2, DR Horton	Manatee County	\$16,300,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Cole Property, Highland Homes	Hillsborough County	\$6,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Breakwater, Pulte Group	Manatee County	\$3,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Twin Creeks, Mattamy Homes	Pasco County	\$2,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
BMW Dealership, Morgan Construction	Pasco County	\$2,200,000	Subcontractor	Commercial - Complete Site Development	2022
Promenade Business Center, Crown Development	Pasco County	\$4,600,000	Prime	Commercial - Complete Site Development	2022
Farm at Varrea, DR Horton	Hillsborough County	\$14,800,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Willis Road Subdivision, Boos Development Group, Inc.	Manatee County	\$3,200,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Mirada Lagoon, Metro Development/ CR Pasco Development, LLC	Pasco County	\$2,500,000	Prime	Commercial Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Wiregrass Ranch Blvd Phase 4, Locust Branch	Pasco County	\$11,900,000	Prime	Roadway - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Braden Point, Braden Pointe, LLC	Manatee County	\$6,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Little Lake Thomas, Lennar Homes	Pasco County	\$4,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
Let Us Do Good Village, Tunnels To Towers Foundation	Pasco County	\$6,500,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Baycare Wesley Chapel, Robins & Morton	Pasco County	\$7,300,000	Subcontractor	Commercial (Hospital) - Complete Site Development	2022
Curley Road Segment D, CKB Development, LLC	Pasco County	\$5,900,000	Prime	Roadway Construction - Earthwork, Storm, Curb, Base, & Paving	2022
City Furniture, Arco National Construction,	Hillsborough County	\$14,300,000	Subcontractor	Industrial - Full Site Development	2022
Hawkstone 1A, Homes By Westbay	Hillsborough County	\$7,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Epperson A2, Epperson North CDD / Metro Development Group	Pasco County	\$3,300,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Skye Ranch Townhomes, Taylor Morrison	Sarasota County	\$3,200,000	Prime	New Townhomes- Full Site Development	2022
The Surf RV, ZEMAN Homes	Manatee County	\$10,000,000	Prime	RV Park - Full Site Development	2022
Bexley Lot D, NNP-Bexley, LLC / Newland	Pasco County	\$1,700,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Epperson Phase 7 Infrastructure, Epperson North CDD	Pasco County	\$3,200,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Wiregrass Amenity, Taylor Morrison	Pasco County	\$1,600,000	Prime	Amenity Center - Full Site Development	2022
North River Ranch 4A & 4B, North River Ranch CDD / Neal Communities	Manatee County	\$7,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Union Park 7F, Union Park CDD, Metro Development Group	Pasco County	\$2,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Goodman Clearwater, The Conlan Company	Pinellas County	\$2,100,000	Subcontractor	Industrial - Full Site Development	2022
Bear Creek Townhomes, Bear Creek Towns, LLC,	Pasco County	\$3,400,000	Prime	New Townhomes- Full Site Development	2022
K-Bar Segment E/Parcel K Phase 2, M/I Homes	Hillsborough & Pasco Counties	\$1,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
Conner Crossing, Campbell US 52 Property, LLC	Pasco County	\$3,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
RLE Overpass, M/I Homes	Pasco County	\$4,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Mirabay Townhomes, Banyan Land Capital	Hillsborough County	\$1,900,000	Prime	New Townhomes- Full Site Development	2022
Kbar Ranch Parkway 2nd Lift, M/I Homes	Hillsborough County	\$700,000	Prime	Asphalt Paving	2022
Kirkland Academy, Creative Contractors	Pasco County	\$6,300,000	Subcontractor	Commercial (School) Complete Site Development	2022
Curley Road C, Epperson Ranch II CDD / Metro Development Group	Pasco County	\$2,700,000	Prime	Roadway Construction - Earthwork, Storm, Curb, Base, & Paving	2022
Angeline Active Adult, Metro Development Group	Pasco County	\$14,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Solera Phase 2, DR Horton	Manatee County	\$6,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Chapel Crossing NE, Crown Communities	Pasco County	\$15,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Maven Parc Phase 2, Hines	Pasco County	\$2,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Del Webb Bayview Phase 2, Pulte Homes	Manatee County	\$4,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Mirada 3B / Teak Blvd, Mirada CDD / Metro Development Group	Pasco County	\$14,300,000	Prime	Roadway Construction - Earthwork, Utili- ties, Storm, Curb, Base, & Paving	2022
Citron Grove, Mattamy Homes	Hillsborough County	\$2,200,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Artistry 1E, Kolter / KH Palmer Blvd, LLC	Sarasota County	\$1,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Legends Point Phase 2, KB Homes	Pasco County	\$2,200,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Project Rocky, Duke Realty	Hillsborough County	\$4,800,000	Prime	Industrial - Full Site Development	2022
Savannah Phase 4, Meritage Homes	Manatee County	\$3,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
BonSilva, Meritage Homes	Hillsborough County	\$3,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Compark 6B, Morgan Construction	Pasco County	\$1,400,000	Prime	Commercial Site - Earthwork, Storm, Curb, Base, & Paving	2022
Copeland Creek, CND-Copeland, LLC / David Weekly Homes	Hillsborough County	\$3,300,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
SkyBrook, Lennar Homes	Pasco County	\$5,800,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Del Webb Bexley Phase 4, Pulte Homes	Pasco County	\$4,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Hammock Crest, Pulte Homes	Hillsborough County	\$2,800,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Suwannee Lakeside 2/3, Suwannee Lakeside LLC	Pasco County	\$2,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2022
Country Walk Estates, Lennar Homes	Manatee County	\$7,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Lynwood Phase 3, Lennar Homes	Hillsborough County	\$2,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Bella Lago Phase 2, DR Horton	Manatee County	\$9,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Skye Ranch N4 Phase 3, Taylor Morrison	Sarasota County	\$2,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
301 Corporate Center, Pulte Group / Peak Development	Manatee County	\$3,500,000	Prime	Industrial - Full Site Development	2021
Woods At Venice 2B, Meritage Homes, City of Venice, Florida	City of Venice	\$2,800,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
La Paloma, Mattamy Homes	Hillsborough County	\$1,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Sandridge Mass Grading, Sandridge Commercial, LLC	Pasco County	\$900,000	Prime	Commercial Site - Earthwork & Storm	2021
Curley Road Improvements, Epperson North CDD	Pasco County	\$4,800,000	Prime	Roadway Construction - Earthwork & Storm, Curb, Base, & Paving	2021

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
Mangrove Manor, Forestar Group	Hillsborough County	\$11,800,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Edgewater Culesac, Mattamy Homes	Sarasota County	\$1,300,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Cypress Preserve 3A/4A/4B, Cypress Preserve CDD	Pasco County	\$1,700,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
North Villages C,D & E, Epperson Ranch CDD	Pasco County	\$20,300,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Bayview, Pulte Homes & Kolter Land Partners	Manatee County	\$19,800,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Project Harney, Conlan Company	Hillsborough County	\$18,600,000	Subcontractor	Industrial - Full Site Development	2021
Bexley 4.4, NNP Bexley, LLC	Pasco County	\$9,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Asturia Industrial Phase 2, Harrod Properties / Ed Taylor Construction	Pasco County	\$1,900,000	Subcontractor	Industrial - Full Site Development	2021
Mira Bay 101, Park Square Homes	Hillsborough County	\$4,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
K-Bar D, M/I Homes	Hillsborough County	\$3,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Cypress Mill Ph 3, Lennar Homes	Hillsborough County	\$3,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Angeline Sunlake Mass Grading, Len-Angeline, LLC / Metro Development Group	Pasco County	\$4,000,000	Prime	Residential Site - Earthwork & Storm Drainage	2021
Project Uplift, Ryan Companies	Manatee County	\$12,200,000	Subcontractor	Industrial - Full Site Development	2021
KBar E/F & Mistflower, M/I Homes	Hillsborough County	\$8,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Sunlake Commercial, Newland Communities	Pasco County	\$2,900,000	Prime	Commercial Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Mirada 17-2, 18-2, 20-2, Mirada CDD / Metro Development Group	Pasco County	\$2,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
Wesley Reserve, Pulte Group	Pasco County	\$1,700,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Esplanade at Starkey Phase 4, Taylor Morrison	Pasco County	\$1,500,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Asturia Phase 5, Asturia Community Development District	Pasco County	\$900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Long Lake Ranch Parcel C, Mattamy Homes	Pasco County	\$7,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Chapel Crossing Roadway, CKB Development	Pasco County	\$11,100,000	Prime	Roadway Construction - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Summerhouse, CASTO Southeast Realty Services	Manatee County	\$5,400,000	Prime	Multi-Family Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
B-2 Starkey, Homes by Westbay	Pasco County	\$1,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Project HD, Catamount Constructors Incorporated	Hillsborough County	\$7,900,000	Subcontractor	Industrial - Full Site Development	2021
Forest Lakes Phases 1 & 2, Highland Homes	Polk County	\$5,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Eljay Subdivision, Lennar Homes	Hillsborough County	\$3,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Belmond Reserve, Eisenhower Property Group	Hillsborough County	\$7,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
K-Bar Parcel E, M/I Homes	Hillsborough County	\$1,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Sterling Hills Phase 2, SterHern, LLC	Hernando County	\$1,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Del Webb Bexley Phase 3, Pulte Homes	Pasco County	\$5,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Chancey Estates, Chancey Road Holdings, LLC	Pasco County	\$2,100,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Suwannee Lakeside, Suwannee Lakeside, LLC	Pasco County	\$4,900,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Curley Road Utilities Phase 2, Epperson Ranch CDD	Pasco County	\$800,000	Prime	Roadway Improvements and Utility Extensions	2021

MAJOR PROJECTS COMPLETED

IN THE LAST TWO YEARS

Project Name and Owner	Project Location	Final Contract Amount	Prime or Subcontractor	Classification of Worked Performed	Year Completed
Edgewater Culdesac Mattamy Homes	Sarasota County	\$400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Mirada Phase 1 Infrastructure Closeout Mirada CDD / Metro Devel Group	Pasco County	\$1,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Florida Hospital Parking, Robins & Mortin/FH	Hillsborough County	\$5,800,000	Subcontractor	Hospital Site - Demolition, Utilities, Storm, Curb, Base & Paving	2021
Starkey Ranch Phase C2, MI Homes	Pasco County	\$1,700,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Waterset 5B2, Newland Communities	Hillsborough County	\$3,400,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Skye Ranch Neighborhood 4, Taylor Morrison	Sarasota County	\$6,700,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Marina Landings, Springer Construction	Hillsborough County	\$1,600,000	Subcontractor	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Summerwoods 2A, VK Summer- woods, LLC / Kolter Land Partners	Manatee County	\$3,600,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Ehren Cutoff Subdivision, MI Homes	Pasco County	\$3,300,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Evergreen Punchout, DR Horton	Manatee County	\$2,000,000	Prime	Residential site - Utilities & Storm	2021
South Branch Ranch Phase 4, DR Horton	Pasco County	\$9,000,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Asturia Phase 4 , Asturia CDD/ Hines Construction	Pasco County	\$1,500,000	Prime	Residential Site - Earthwork, Utilities, Storm, Curb, Base, & Paving	2021
Pasco Container Park, Mishorim Gold Properties, LLC	Pasco County	\$1,100,000	Prime	Industrial - Full Site Development	2021
Wyndrush Townhomes, Park Square Homes	Pasco County	\$1,500,000	Prime	New Townhomes- Full Site Development	2021


**LIST OF PROPOSED SUBCONTRACTORS
AND
MAJOR MATERIALS SUPPLIERS**

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE
[Redacted]	[Redacted]	[Redacted]	4.1%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	3%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	0%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	0%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	2%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	8%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	1.5%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	8%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	7%	[Redacted]
[Redacted]	[Redacted]	[Redacted]	0.6%	[Redacted]

END OF PROPOSAL FORM

CERTIFICATE AS TO CORPORATE PRINCIPAL
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

I, Chris LaFace, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that [redacted] executed the said bond on behalf of the Principal, was then of said Corporation [redacted] I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed [redacted] said Corporation by authority of its governing body.

Secretary  Corporate Seal

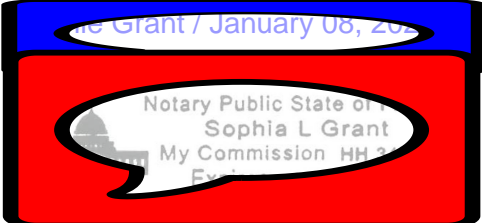
STATE OF FLORIDA)
COUNTY OF PASCO) SS



Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of Wiregrass II Community Development District.

Sworn to before me this 20th day of February 2023.



Notary Public / Expiration Date:
Sophia L Grant / January 08, 2025


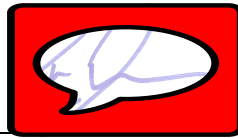
(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)

AFFIDAVIT FOR CORPORATION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA)
) SS
COUNTY OF PASCO)

[Signature]

(title) President & CEO
of the [Redacted]
(a corporation described herein) being duly organized and existing under the laws of the State of Florida, I hereby depose and say that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.



(Officer must also sign here)

[Signature]

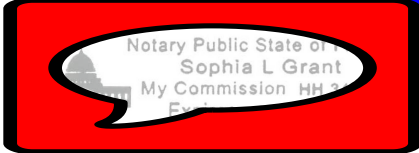
CORPORATE SEAL

Sworn to before me by means of () physical presence or () online notarization this 20th day of February, 2023.



Notary Public / Expiration Date:

[Redacted]
[Redacted]



SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

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

1. This sworn statement is submitted to Wiregrass II Community Development District
(print name of the public entity)

by [Redacted]
(print individual's name and title)

for [Redacted]
(print name of entity submitting sworn statement)

whose business address is

[Redacted]

and (if applicable) its Federal Employer Identification Number (FEIN) is [Redacted]

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

[Redacted]

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)





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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.





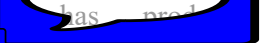

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)


IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

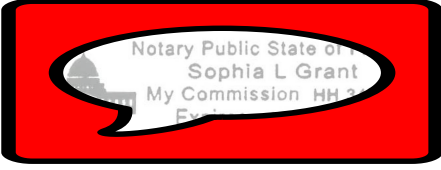

(Signature)


STATE OF FLORIDA
COUNTY OF 

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this  day of  2023, by 
 who is personally known to me or who has provided 
 as identification, and did or did not take the oath.



Signature of Notary Public taking acknowledgement
 Expires: 

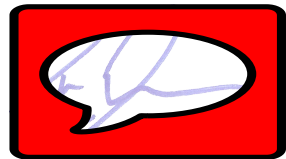

Notary Public State of
Sophia L Grant
My Commission HH 3
Expires

AFFIDAVIT OF NON-COLLUSION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF PASCO

I, LaFace, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Partner & Principal (officer or principal) in the firm of LA & Associates, LLC and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

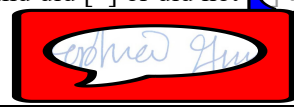
Dated this 20th day of February, 2023.



Signature by authorized representative of Proposer
LaFace

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by LaFace of LA & Associates, LLC who is personally known to me or who has produced Personally Known identification, and did [] or did not [] take the oath.



Signature of Notary Public taking acknowledgement

Sophia Grant
My Commission Expires: 6/2027



SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

**CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA**

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

1. This sworn statement is submitted to Wiregrass II Community Development District

by [Redacted Signature]

for [Redacted Signature]
(print name of entity submitting sworn statement)

whose business address is [Redacted Address]

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Wiregrass II Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. If awarded the Contract, the entity will immediately notify the Wiregrass II Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Redacted Signature]
Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF PASCO

[Redacted Signature]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this [Redacted Date] of [Redacted Month], 20[Redacted Year], by [Redacted Name] of [Redacted Company] who is personally known to me or who has produced [Redacted ID] as identification, and did or did not take the oath.

[Redacted Signature]
Signature of Notary Public taking acknowledgement

My Commission Expires: 8/2027

[Redacted Signature]
Notary Public State of Florida
Sophia L Grant
My Commission HH 3
[Redacted]

TRENCH SAFETY ACT COMPLIANCE STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
\$ 1095.00 (Written figures). seven thousand and ninety five
3. The amount listed above has been included within the Proposal.

Dated this 10th day of January 2023.

Proposer: LA & Associates, LLC

By: Sophia L. Grant

Title: Notary Public

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of January 2023, by Sophia L. Grant of LA & Associates, LLC who is personally known to me or who has produced Personally Known as identification, and did or did not make the oath.

Sophia L. Grant

Signature of Notary Public taking acknowledgement

My Commission Expires: 1/2027

Notary Public State of Florida
Sophia L. Grant
My Commission Expires 1/2027

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Trench Box / Sloping	7,095	\$1.00	7,095.00
Project Total			7,095.00

Dated this 10th day of January 2023.

Proposer: [Redacted] & Associates, LLC

By: [Redacted] LaFace
 Title: [Redacted] 8 7

STATE OF FLORIDA
 COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of January 2023, by [Redacted] LaFace [Redacted] & Associates, LLC. [Redacted] is personally known to me or [Redacted] has produced [Redacted] as identification, and did [] or did not [] take the oath.

[Redacted Signature]

Notary Public, State of Florida
 Print Name: [Redacted] Grant
 Commission No.: [Redacted] 347373
 My Commission Expires: [Redacted] 7/2027

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

Contractor: [Redacted] & Associates, LLC

Contact: [Redacted] LaFace

Address: [Redacted] Boulevard, Suite 1, Tampa, Florida 33619

Phone: [Redacted] (813) 903-0111 [Redacted] (813) 903-0124 [Redacted] [Redacted]@mpaconstruction.com

Typical Work Description: Construction Services will include construction of the District's Phase 3B and 4 connector road project, and all work associated with these types of activities.

Owner: Wiregrass II Community Development District

Minimum Qualifications: Proposers for the Wiregrass II Community Development District projects shall have the following minimum qualifications:

- (1) Proposer, or its applicable subcontractors, must have a current active Certificate of Qualification from FDOT per Chapter 14-22, F.A.C, in all of the major classes of work applicable to this Project. Specifically, the Proposer must be pre-qualified in all of the following major classes of work: Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Hot Plan-Mixed Bitum Course, Pavement Marking, and Roadway Signing.
- (2) Proposer, or its applicable subcontractors, constructing any water/wastewater/reclaimed water systems must hold a State Underground Utility and Excavation Contractor's License, issued by the Construction Industry Licensing Board of the State of Florida.
- (3) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$2,500,000 within the last seven (7) years.
- (4) Proposer will have minimum bonding capacity of \$5,000,000 from a Surety Company acceptable to the District.
- (5) Proposer is authorized to do business in Florida.
- (6) Proposer is registered with Pasco County and is a licensed contractor in the State of Florida.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Wiregrass II Community Development District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Project in accordance with the Project Manual.

[Redacted] LaFace
Contractor Name

[Redacted] President & CEO

[Redacted] July 20, 2020
Date



SECTION 2

PERSONNEL



KEY PERSONNEL

CHRIS LAFACE
President & CEO

JOHN FLINN
Vice President

DAVID DREW
General Superintendent

DAN DYER
Superintendent

MARK PRICE
Project Manager

RIPA's key personnel are capable and qualified to manage the Chancey Road, Phase 3 project. We have a strong team of proven construction leaders specialized in the site development industry. The team is led by Chris LaFace, President & CEO, along with John Flinn, Vice President (pictured above). Their leadership has been consistently proven as they have successfully completed many similar projects; all within the desired schedule and on budget. They are supported by a team of long-term professionals who have a successful track record of providing client satisfaction. RIPA provides exceptional service to clients and outstanding opportunities for our employees. We recognize that our leadership role in the industry is due in large part to our top quality people.

Wiregrass II Community Development District can be confident that RIPA employs highly experienced, schedule-driven leadership. RIPA currently employs the largest site development staff in the Tampa Bay area with over 800 employees, including over 350 equipment operators with machine specific training. Having this resource available will enable RIPA to provide the optimum workforce, allowing us to deliver the project on schedule.

The key personnel for this project will include a management team consisting of five people (listed on left). RIPA's key personnel, whose resumés are provided on subsequent pages, are well suited for the scope of work on this project. From project inception to closeout, the RIPA team will manage all aspects of the project to ensure the project meets all requirements of the contract are met, with a focus on quality and safety.

RIPA's mission for Wiregrass II Community Development District is to provide efficient and effective planning, directing, monitoring and communication that keeps all parties well informed, on task and working to attain the project objectives. Success depends on the leadership of key team members.

THE RIPA TEAM

The project team will consist of approximately 50 skilled workers throughout the various stages of construction of this project. Given our large operations staff, there will always be enough qualified personnel to allocate to this project, giving the owner a sense of security that the schedule will be met and that experienced people will be building this important project. We will staff the project with all in-house employees with the exception of survey, concrete curbs / sidewalks / headwalls, asphalt paving, signage & striping, fence, and plantings; all of which will be subcontracted to preferred RIPA Subcontractors.



The RIPA team promotes an injury-free environment and is dedicated to providing the safest work place possible for everyone that comes in contact with the construction site. All RIPA Superintendents are certified in the OSHA 30 hour course and all Foremen are certified in a 10 hour course. Both our Superintendents and Foreman receive proper NPDES training that directly applies to this project, annual competent person training and first aid/CPR. We are committed to managing and supervising subcontractors to perform their work safely and properly the first time. An all-encompassing focus on safety, health, and environment is a key component in our team's ability to deliver projects efficiently and with integrity.



With respect to the scoring system, there are 10 available points for the Personnel section and based on the above information and attachments, RIPA believes we have satisfied all criteria and should receive all 10 points allotted for this section.



CHIEF EXECUTIVE OFFICER & PRESIDENT

CHRIS LAFACE



For his entire career, Mr. LaFace has been focused on the utility construction and site development business. He began his career with RIPA as a Project Manager and has progressed into his current role as President. He had previously assumed roles in estimating, project management and operations. His diverse project experience ranges in contract sizes of less than \$100,000 to more than \$20 million. Mr. LaFace's vast experience led to a comprehensive knowledge of the entire construction process. He has overseen all disciplines of the work and has developed a thorough understanding of all trade practices, along with how they are coordinated and managed to complete a quality, cost effective project.

In his current role, Chris oversees all company functions and programs including: operations, safety, equipment, estimating, business development, marketing, human resources, and accounting. Mr. LaFace works closely with estimating and business development in exploring new prospects for the company.

His project accomplishments include completion of challenging projects for owners, municipalities and general contractors. In addition, Mr. LaFace has established a proven track record of performance in the areas of cost control, scheduling, and contract administration. He works closely with owners and engineers in an open book environment that establishes trust and a working relationship that maximizes value to the client.

EDUCATION/TRAINING

- Bachelor of Science, Business Management, University of Florida, 2004

LICENSES

- Certified Underground Utility and Excavation Contractor
- Fire Protection System Contractor V

AWARDS

- Business Journal Fast 50 Award (2005—2007 and 2013—2016)
- Gulf Coast Business Review Top 40 Contractors List (2008-Current)
- Tampa Bay Business Journal Top 50 Contractors List (2005-Current)
- Tampa Bay Business Journal Largest GC/Construction Firm in Tampa Bay (2016 - Current)
- Tampa Bay Business Journal #1 General Contractor in Tampa Bay (2021), #2 General Contractor (2022)
- The Business Observer Tampa Bay 200 Largest Private Company, Ranking #28 (2021), #24 (2022)

MEMBERSHIPS

- National Home Builders Association
- Tampa Bay Builders Association
- Suncoast Utility Contractors Association
- Young Presidents Organization



JOHN FLINN

Since joining RIPA in 2008, Mr. Flinn has been working on complex projects and has obtained a thorough understanding of the required construction execution methods needed for this role. Mr. Flinn started as a Project Manager and has since been promoted to Vice President & Director of Project Management. He is well versed in managing contract terms and conditions, acting as a direct representative to the client and public and implementing RIPA project management systems. He develops and maintains client relations and ensures that the safety program and processes are implemented and enforced. Mr. Flinn works with each level of the project team to provide for optimum communication and problem solving creating a safe and productive work environment for total Project success and client satisfaction.

PROJECT EXPERIENCE

[Bayside RV Resort](#)
Manatee County

[Shell Pointe Mass Grading](#)
Hillsborough County

[Watergrass Phase 3](#)
Pasco County

[Chapel Crossings](#)
Pasco County

[Bourneside Boulevard](#)
Manatee County

[Lakehouse Cove at Waterside](#)
Sarasota County

[Waterset Subdivision, Various Phases](#)
Hillsborough County

YEARS OF EXPERIENCE

- 18 Years

EDUCATION

- Bachelor of Science, Business Management, University of Central Florida, 2004

PROJECT COMMITMENT

As Vice President, John is responsible for RIPA's operational management and oversight of construction & development activities. He will ensure that quality, safety, and overall project deliverables are being met. In addition, he will help establish strategic initiatives to expedite project milestones and improve both the customer and team member experience.



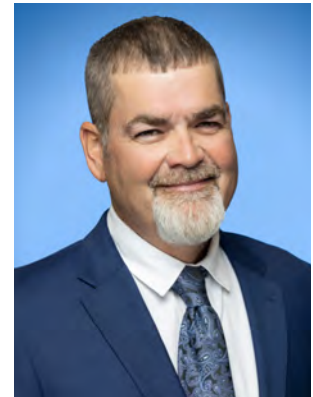
▲ Bayside RV Resort, Manatee County



▲ Waterset Phase 4, Hillsborough County



GENERAL SUPERINTENDENT



DAVID DREW

David Drew has 30 years of experience at RIPA; managing and supervising all facets of site development with projects ranging in value to over \$20 million. He has a successful track record of delivering projects on time and on budget while maintaining rigorous construction schedules. David is a tireless and productive asset to any project team and works well under pressure to successfully complete the project. He holds safety at the highest priority and always takes great strides to instill RIPA's safety methodology and mindset across the entire project. David has an in-depth technical understanding in the areas of project start-up, constructability review, cost control, scheduling, materials management and process improvement. He has a proven track record of projects and demonstrates a comprehensive knowledge that involves all phases of construction.

PROJECT EXPERIENCE

Waterset

Hillsborough County

Advent Health Wesley Chapel

Pasco County

SR/CR 581 Widening

Pasco County

Bexley Ranch

Pasco County

University Towncenter Mall

Sarasota County

The Surf RV

Manatee County

YEARS OF EXPERIENCE

- 30 Years

EDUCATION

- Cam Tech School of Construction

LICENSE

- Certified Underground Utility and Excavation Contractor

CERTIFICATIONS

- ATSSA
- Class V Fire Contractor Course
- Stormwater Management Inspector
- OSHA 8 Hour Training



▲ The Surf RV, Manatee County, Florida



SENIOR SUPERINTENDENT



DAN DYER

Mr. Dyer has 42 years of experience managing and supervising all facets of site development. He has a successful track record of delivering projects on time and on budget while maintaining rigorous construction schedules. One of Dan’s biggest strengths is in the planning phase. He works tirelessly with RIPA crews and supervisors along with owner’s representatives and governing agencies to ensure that the proper “plan of attack” is implemented. He holds safety at the highest priority and always takes great strides to instill RIPA’s safety first mindset across the entire project. He has a proven track record of projects and demonstrates a comprehensive knowledge that involves all phases of construction.

YEARS OF EXPERIENCE

- 42 Years

CERTIFICATIONS

- OSHA 40 Hour Training
- CPR/ First Aid
- Advanced MOT

PROJECT EXPERIENCE

St. Joes Hospital South Expansion

Hillsborough County

Amazon Ruskin, Southshore Corporate Park

Hillsborough County

Amazon, Project Harney

Hillsborough County

Cypress Creek High School

Pasco County

Wataset

Hillsborough County

Estancia 2B, 3C

Pasco County

Bexley3A, Bexley Del Webb

Pasco County

Altis Wiregrass Apartments

Pasco County



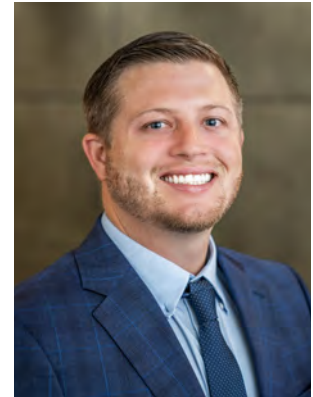
▲ Amazon Ruskin, Hillsborough County



▲ Project Harney, Hillsborough County



PROJECT MANAGER



MARK PRICE

Mr. Price began in the construction industry in 2011 performing civil engineering inspections, geotechnical surveying, and bridge foundation design. He worked for Kiewit as a Project Superintendent; leading a team of roughly 50 employees, building and setting machinery foundations and anchorbolts. He then came to RIPA in 2017 as a Project Engineer. He advanced to becoming a Project Manager; now managing multiple complex projects ranging from large distribution centers to master planned communities. With more than 11 years of construction experience, Mr. Price is well versed in managing contract terms and conditions and implementing RIPA project management systems. Mark works with each level of the project team to provide optimum communication and problem solving, which creates a safe and productive work environment for total project success and client satisfaction.

PROJECT EXPERIENCE

Project HD - Home Depot Distribution Center
Hillsborough County

Baycare Wesley Chapel Hospital
Pasco County

Mirada 16-2, 17-2, 18-2, 20-2 & Mirada Blvd 3B
Pasco County

Wiregrass Ranch Blvd Phases 3B & 4
Pasco County

Long Lake Ranch
Pasco County

Winding Ridge
Pasco County

Advent Health Tampa
Hillsborough County

YEARS OF EXPERIENCE

- 11 Years

EDUCATION

- Bachelor of Science, Civil Engineering, Florida State University, 2014

LICENSING

- Professional Engineer
- Certified General Contractor

PROJECT COMMITMENT

As Project Manager, Mark will coordinate and control field related construction activities, including oversight of our own forces, as well as subcontractors and suppliers. He will ensure that the project is built according to specifications, on budget and on schedule, in the safest manner possible.



▲ Home Depot Distribution Center, Hillsborough County, FL

A yellow excavator is shown in profile, working on a construction site. The excavator's arm is extended, and its bucket is positioned over a pile of earth. The entire image is overlaid with a semi-transparent blue filter. The excavator has the 'CAT' logo on its arm.

SECTION 3

PROPOSER'S EXPERIENCE

ABOUT RIPA & ASSOCIATES

RIPA & Associates is the area's leader in site development and roadway construction. With revenue exceeding \$290 million each of the last three years, RIPA possesses the required experience and resources to greatly exceed the minimum qualifications requirements for the Chancey Road Phase 3 project. We have successfully completed over 100 projects during the past 3 years in Sarasota, Hillsborough, Pasco, Manatee and Polk counties ranging in size from under \$500,000 to over \$20 million.

RIPA has completed numerous projects in Pasco County and surrounding areas. Our familiarity with the engineer, Ardurra Group, Inc., coupled with our vast experience will allow RIPA to provide the quality of service that we expect of ourselves and that our clients desire.

Working primarily in the private sector, RIPA's business has been built on customer satisfaction and repeat business. This speaks volumes to our character and integrity, along with the quality of our work. At RIPA, we pride ourselves on exceeding client expectations by performing at a high level with a focus on safety. We have built a solid reputation as a leader in the site development and roadway industry by delivering quality projects for 25 years. We are confident that our unwavering commitment to our customers and employees alike will keep RIPA at the forefront of the industry for years to come.

RIPA's owned equipment listing is extensive; allowing us to use the right machine for the task at hand, further increasing productivity and quality of construction. Our fleet includes over 550 pieces with a replacement value of over \$100 million and over 350 skilled operators. All RIPA operators have been specifically trained to operate the equipment in a safe and productive manner.

Any piece of equipment within our fleet will be available for use on the Chancey Road Phase 3 project, should the need arise. RIPA's history of successful performance in residential land development, our extensive fleet of equipment, and RIPA's unmatched reputation should satisfy all the scoring criteria within this section and enable us to receive all 20 points.



“ RIPA continues to provide assistance as requested, and on many occasions goes above what was required.”

— VICTOR BARBOSA |
ATWELL, LLC.

FLORIDA LICENSED CONTRACTOR

Ron DeSantis, Governor
Melania S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RIPA, FRANK PAUL
RIPA & ASSOCIATES LLC
1409 TECH BLVD, STE 1
TAMPA, FL 33619

LICENSE NUMBER: CGC009082
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Melania 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

RIPA, FRANK PAUL
RIPA & ASSOCIATES LLC
1409 TECH BLVD, STE 1
TAMPA, FL 33619

LICENSE NUMBER: CUC057949
EXPIRATION DATE: AUGUST 31, 2024
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Ron DeSantis, Governor
Melania S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RIPA, FRANK PAUL
RIPA & ASSOCIATES LLC
1409 TECH BLVD, STE 1
TAMPA, FL 33619

LICENSE NUMBER: PCC056774
EXPIRATION DATE: AUGUST 31, 2024
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Ron DeSantis, Governor
Melania 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

LAFACE, JOSEPH CHRISTIAN
RIPA & ASSOCIATES, LLC
1409 TECH BLVD, STE 1
TAMPA, FL 33619-7843

LICENSE NUMBER: CUC1224980
EXPIRATION DATE: AUGUST 31, 2024
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Jimmy Patronis
CHIEF FINANCIAL OFFICER

John Gatlin
BUREAU CHIEF

Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 EAST GADSDEN STREET - Tallahassee, Florida 32309-0342
Tel: 904-111-3641

**CERTIFICATE OF COMPETENCY
OFFICIAL COPY**

THIS CERTIFIES THAT: Frank P Ripa
1409 Tech Blvd Ste 1
Tampa FL 33619

BUSINESS ORGANIZATION: Ripa & Associates 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: 07/01/2022
Type: 09
Class: 14
County: Hillsborough
License/Permit #: 893536-0001-2007
Expiration Date: 06/30/2024

Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER

John Gatlin
BUREAU CHIEF

Catherine Thrasher
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 EAST GADSDEN STREET - Tallahassee, Florida 32309-0342
Tel: 904-111-3641

**CERTIFICATE OF COMPETENCY
OFFICIAL COPY**

THIS CERTIFIES THAT: Joseph C La Face
1409 Tech Blvd, Suite 1
Tampa FL 33619

BUSINESS ORGANIZATION: Ripa & Associates, 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: 07/01/2022
Type: 09
Class: 14
County: Hillsborough
License/Permit #: FPC12-000056
Expiration Date: 06/30/2024

Jimmy Patronis
Chief Financial Officer

PASCO COUNTY TAX RECEIPT

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2023
Expires September 30th



ACCOUNT #: 94350
SIC CODE: 3272.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
MANUFACTURING CONCRETE PRODUCTS
STATE LICENSE #

CEMENT TREATED BASE LLC
1409 TECH BLVD STE 1
TAMPA, FL 33619-7830

OWNER/QUALIFYING AGENT
LAFACE CHRIS
LOCATION ADDRESS:
41150 YONKERS BLVD
ZEPHYRHILLS, FL 33540

DATE	RECEIPT	AMOUNT
07/28/2022	22-1-112235	38.75



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 10, 2022

RIPA & ASSOCIATES, LLC
1409 TECH BOULEVARD
TAMPA, FLORIDA 33619

REVISED

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, ROADWAY SIGNING, SIDEWALK, UTILITY CONSTRUCTION, CONCRETE CURBS & SEPERATORS, CONCRETE SLOPE & DITCH BOTTOM PAVING, CONCRETE RETAINING & BARRIER WALLS, HANDRAILS.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

for Alan Autry, Manager
Contracts Administration Office

AA:cg

Improve Safety Enhance Mobility Inspire Innovation



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 17, 2022

FLORIDA ASPHALT CONTRACTORS, LL
1409 TECH BOULEVARD
TAMPA, FLORIDA 33619-7843

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Barrier Wall, Curb & Gutter, Retaining Wall.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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Sincerely,

James E. Taylor AA
for Alan Autry, Manager
Contracts Administration Office

AA:cg

REFERENCES

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2205 N 20th St. | Tampa, FL 33605
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dave.kemper@stantec.com

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Sarasota, FL 34202
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Jeff.Deason@PulteGroup.com

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LENNAR

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mark.metheny@lennar.com

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Phone: (813) 294-6112
rwebster@harrodproperties.com

RYAN COMPANIES

Douglas Dieck
201 N Franklin Street, Suite 3500
Tampa, FL 33602
Phone: (813) 204-5017
doug.dieck@ryancompanies.com



SECTION 4

UNDERSTANDING SCOPE OF WORK

PLAN OF ACTION

RIPA & Associates appreciates the opportunity to offer our services on the Chancey Road, Phase 3 project. We have a complete understanding of the project resulting from multiple site visits, vast experience with the governing agencies and knowledge of their requirements, and a solid backlog of experience working in this area.

Prior to beginning the project, we will schedule pre-construction meetings with all RIPA management personnel, RIPA subcontractors, owners/owner's representatives, and governing agencies to ensure that all restrictions and timelines are adhered to. All necessary erosion control measures will be installed at this time and construction will commence immediately thereafter.

Clearing and site preparation will then start immediately followed by the excavation of the onsite ponds. This project requires a large amount of imported fill, which will be imported throughout the excavation phase of this project. Installation of storm sewer will begin as soon as precast structures are delivered to the site. Watermain, forcemain, and reclaimed water will be the next task, and will begin prior to the completion of the storm sewer installation. When a sufficient portion of the underground utilities are completed, the road building process will begin.

Roadway construction will begin with the stabilization of the subgrade which will lead into concrete curb installation. Sidewalks and final grading will be ongoing throughout this phase in order to meet the schedule. As curb installation is wrapping up, installation/ completion of roadway base will occur. Then utility testing will be performed, and asphalt paving will then be completed which will signify substantial completion.





RIPA CREWS

The Ripa team will be led by a seasoned group of managers and some of the best crews this area has to offer. We expect to utilize an earthwork crew, a pipe crew, a subgrade / base crew, along with finish grading & punch out personnel. Those crew compositions will likely look like this:

EARTHWORK

- Foreman w/truck
- 345 track hoe w/operator
- D6 Dozer w/operator
- 950 loader w/operator
- End dumps w/operators
- Roller w/operator
- Water truck w/operator

PIPE

- Foreman w/truck
- 330 track hoe w/operator
- D5 dozer w/operator
- 950 loader w/operator
- Trench box
- Pipe layer
- Laborers (3)

SUBGRADE

- Foreman w/truck
- Motor grader
- Roller w/operator
- 938 loader w/operator
- Water truck
- Skilled laborer

BASE

- Foreman w/truck
- Motor grader
- Roller w/operator
- 938 loader w/operator
- Water truck w/operator

FINISH GRADING

- Foreman w/truck
- Box blade tractor
- 938 loader w/ operator
- Laborers

PUNCH OUT

- Foreman w/truck
- Rubber tire back hoe w/operator
- Laborer

With our workforce and fleet of equipment, we can mobilize additional crews as needed to maintain the schedule or expedite completion.

RIPA is confident that we have a complete understanding of the scope of work associated with this project, as well as the special challenges and considerations that will require our interest and attention.



SECTION 5

FINANCIAL CAPABILITY

FINANCIAL STABILITY

RIPA provides exceptional financial stability. We will perform in a manner that will not impose undue efforts on the part of the owner. We can certainly meet any and all financial obligations necessary to complete the Chancey Road, Phase 3 project successfully.

RIPA's revenues have surpassed \$290 million in each of the past three years. With no operational long-term debt, our strong balance sheet offers clients the assurance their projects will get completed.



A blue award graphic with white and yellow text. The main text reads 'RIPA HAS BEEN RECOGNIZED! TOP 50 CONTRACTORS IN THE GULF COAST REGION'. Below this is a small photo of a man, a small image of a building, and the website 'ripaconstruction.com'. There is also a small '5' in a circle.

BONDING LIMIT

RIPA has a \$300 million bonding line with Travelers Casualty and Surety of America, which is an A++ rated surety. At this time RIPA has bonds issued for \$42.2 million on current projects. RIPA's current available bonding capacity is \$257.8 million.

Our single job bond limit is \$75 million, greatly exceeding the requirement for this job. Following this page, you will find Surety Letter from The ProSure Group confirming the Travelers bonding limit as well as their approval to bond this project.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ripa & Associates, LLC
1409 Tech Boulevard, Suite 1
Tampa, FL 33619

as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America
1 North Dale Mabry Highway, Suite 1005
Tampa, FL 33609

a corporation duly organized under the laws of the State of **CT**
as Surety, hereinafter called the Surety, are held and firmly bound unto
Ajax Building Company, LLC
109 Commerce Blvd.,
Oldsmar, FL 34677

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid for
Pasco County Dayspring Mass Grading Project
Sitework & Utilities

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed February 17, 2023

(Witness)

Ripa & Associates, LLC

(Witness)

Travelers Casualty and Surety Company of America

David B. Shick, Attorney-In-Fact and
Licensed FL Resident Agent #A241176





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David B. Shick** of **TAMPA, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

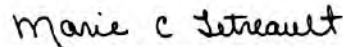
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

PROPOSAL BOND
CHANCEY ROAD PHASE 3 PROJECT
WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA)
) SS
COUNTY OF PASCO)

KNOWN ALL MEN BY THESE PRESENTS, that Ripa & Associates, LLC as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto Wiregrass II Community Development District, in the penal sum of Dollars (\$5% -----) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal, dated February 20, 2023.

NOW THEREFORE,

- (a) If the Principal will not withdraw said Proposal within one hundred twenty (120) days after Proposal Opening date, and shall within ten (10) calendar days after issuance of the Notice of Award, enter into the Contract Documents with the Wiregrass II Community Development District in accordance with the Proposal as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, and in accordance with Section 255.05, *Florida Statutes* Contract Bond for the faithful performance and proper fulfillment of such Contract Documents, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal will pay Wiregrass II Community Development District the difference between the amount specified, in said Proposal and the amount for which Wiregrass II Community Development District may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.

[Signature Page Follows]

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20 day of February A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If Sole Proprietor or Partnership, two (2) Witnesses are required. If Corporation, Secretary will attest and affix seal.


WITNESSES:




PRINCIPAL:

Ripa & Associates, LLC
NAME OF FIRM


SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)



1409 Tech Boulevard, Suite 1
BUSINESS ADDRESS

Tampa, FL 33619
CITY STATE




WITNESS:

Brandy Bai
Melanni Branni

SURETY:

Travelers Casualty and Surety Company of America
CORPORATE SURETY



ATTORNEY-IN-FACT (AFFIX SEAL) David B. Shick, Attorney-In-Fact & Licensed FL Resident Agent #A241176

1 North Dale Mabry Highway, Suite 1005
Tampa, FL 33609
CITY STATE

ProSure Group, LLC
7217 Benjamin Road, Tampa, FL 33634
NAME OF LOCAL INSURANCE AGENCY





7217 Benjamin Road
Tampa, FL 33634

☎ (813) 243-1110
☎ (813) 243 -1109 fax
✉ contractbonds@prosuregroup.com
🌐 www.prosuregroup.com

January 31, 2023

Re: Letter of Bondability for Ripa & Associates, LLC

To Whom It May Concern:

Please be advised that we are the surety bond agents for Ripa & Associates, LLC. As such, we have enjoyed an excellent 10+ year relationship with this firm as they have completed all contractual obligations in an acceptable fashion and have taken care of all pay obligations in a timely manner.

We have established a line of credit for Ripa & Associates, LLC in the amount of \$75,000,000.00 per single project with an \$300,000,000.00 aggregate program. This program has been in place for 10+ years through Travelers Casualty and Surety Company of America, rated "A ++" (Class XV) by A.M. Best and appears on the U.S. Treasury Circular 570 of approved sureties.

We don't hesitate to recommend this fine company to you. If you should have any further questions, please don't hesitate to contact me.

Sincerely,
ProSure Group, LLC

David B. Shick
President
Attorney-In-Fact for Surety

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2023

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

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

PRODUCER: Baldwin Krystyn Sherman, 4010 W Boy Scout Blvd, Suite 200, Tampa FL 33607. CONTACT NAME: [blank], PHONE: 813-984-3200, FAX: 813-984-3201, E-MAIL ADDRESS: certificates@bks-partners.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Old Republic Insurance Company (NAIC # 24147), INSURER B: Great American Insurance Compa (NAIC # 16691), INSURER C: [blank], INSURER D: [blank], INSURER E: [blank], INSURER F: [blank].

COVERAGES CERTIFICATE NUMBER: 1032134507 REVISION NUMBER: [blank]

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	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: [blank]			MWZY31164523	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			MWTB31164623	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU489378600	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC31164423	2/1/2023	2/1/2024	<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

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

CERTIFICATE HOLDER: Ripa & Associates, LLC, 1409 Tech Blvd. Suite 1, Tampa FL 33619. CANCELLATION: 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: [Signature]

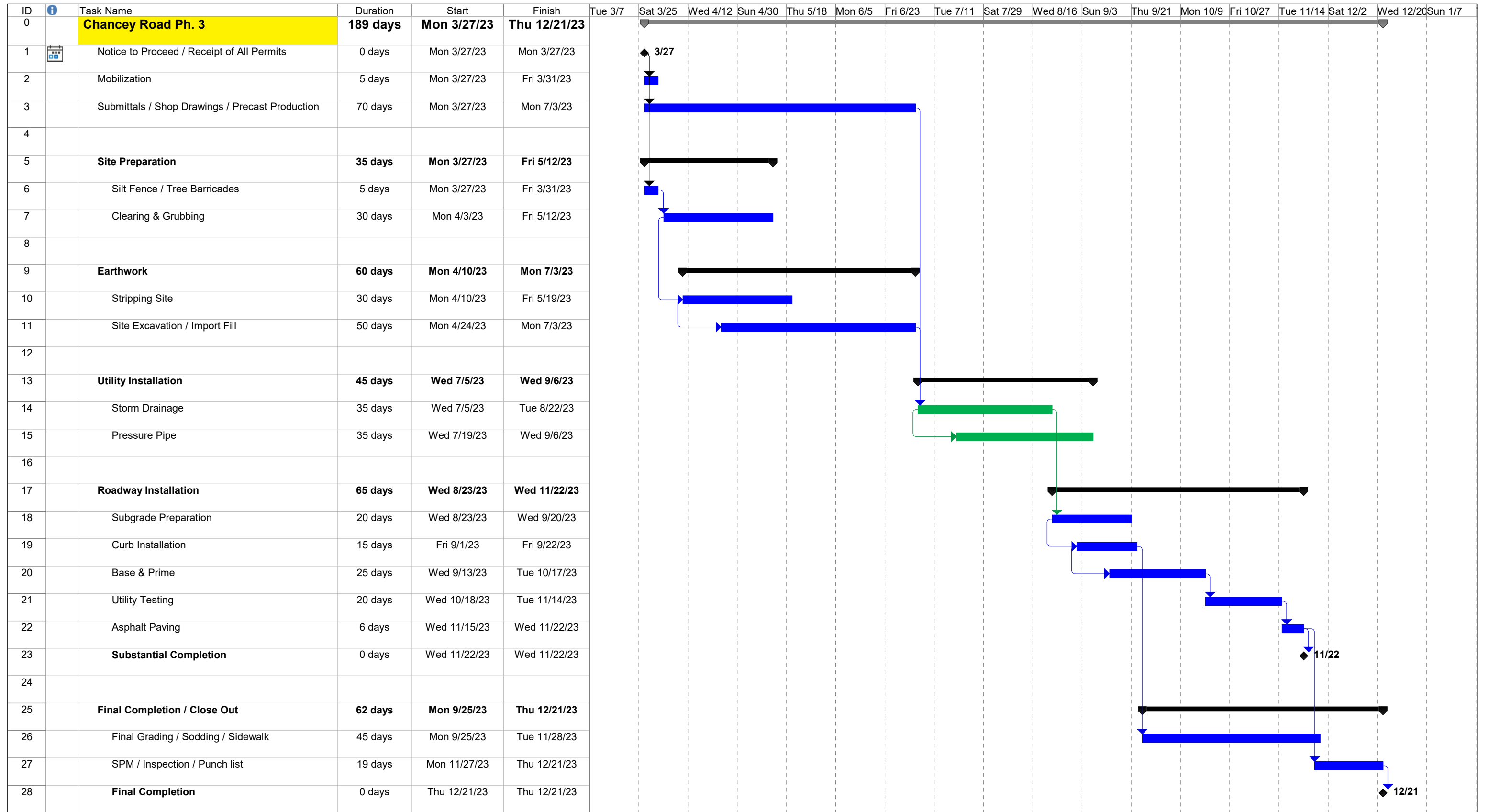
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SECTION 6

SCHEDULE



Project: Chancey Road Ph. 3 Date: Wed 2/15/23	Task	■	Project Summary	■	Inactive Summary	Manual Summary	◆	External Milestone	■	Progress
	Split	.....	External Tasks	■	Manual Task	◆	Start-only	■	Deadline	■	Deadline
	Milestone	◆	External Milestone	◆	Duration-only	.....	Finish-only	■	Deadline	◆	Deadline
	Summary	■	Inactive Milestone	■	Manual Summary Rollup	◆	External Tasks	◆	Deadline	◆	Deadline



CORPORATE OFFICE

1409 Tech Boulevard, Suite 1
Tampa, FL 33619



HUMAN RESOURCES OFFICE

1413 Tech Boulevard, Suite 113
Tampa, FL 33619



FLEET DEPARTMENT

10149 Fisher Avenue
Tampa, FL 33619



GENERAL INFORMATION

Email: info@ripaconstruction.com

HUMAN RESOURCES:

Email: hr@ripaconstruction.com

(813) 663-6720

(813) 663-6726

NEW PROJECTS:

Chris LaFace

Email: claface@ripaconstruction.com

813.623.6777 PHONE

813.663.6721 FAX

WWW.RIPATAMPA.COM

FLORIDA LICENSED CONTRACTOR

CGC009082

CUC057369

PCC056774

Contractor V 893536-0001-2007

CUC1224980

FPC12-000056





Line #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
	GENERAL CONDITIONS				
1	MOBILIZATION	1	LS	\$140,000.00	\$140,000.00
2	NPDES COMPLIANCE	1	LS	\$24,500.00	\$24,500.00
3	MAINTENANCE OF TRAFFIC	1	LS	\$11,000.00	\$11,000.00
4	CONST. STAKEOUT / RECORD SURVEY	1	LS	\$110,000.00	\$110,000.00
5	PAYMENT & PERFORMANCE BOND	1	LS	\$101,700.00	\$101,700.00
6	CONSTRUCTION ENTRANCE	1	EACH	\$11,000.00	\$11,000.00
7	SILT FENCE	12,500	LF	\$1.65	\$20,625.00
8	FLOATING TURBIDITY BARRIER	3,850	LF	\$14.00	\$53,900.00
9	5 STRAND BARBED WIRE FENCE	13,500	LF	\$4.25	\$57,375.00
10	16' CATTLE GATE	9	EACH	\$1,200.00	\$10,800.00
11	TREE PLANTING	67	EACH	\$415.00	\$27,805.00
12	WETLAND PLANTINGS (MIT G14-1)	1	LS	\$16,500.00	\$16,500.00
13	WETLAND PLANTINGS (MIT G14-2)	1	LS	\$35,500.00	\$35,500.00
14	WETLAND PLANTINGS (MIT M17-3)	1	LS	\$58,500.00	\$58,500.00
15	TREE SPADING & TRANSPLANTING	762	EACH	\$300.00	\$228,600.00
	EARTHWORK				
16	DEMO EXISTING SIGNS, FENCE, ETC	1	LS	\$11,000.00	\$11,000.00
17	CLEARING & GRUBBING	1	LS	\$96,500.00	\$96,500.00
18	STRIP / PREP SITE	1	LS	\$69,000.00	\$69,000.00
19	SITE EXCAVATION	48,800	CY	\$5.15	\$251,320.00
20	PROOF ROLLING	1	LS	\$18,500.00	\$18,500.00
21	IMPORTED FILL	110,010	CY	\$15.35	\$1,688,653.50
22	CONSTRUCT SWALE	1,000	LF	\$10.00	\$10,000.00
23	HAND DUG SWALE	50	LF	\$40.00	\$2,000.00
24	SOD POND / MISC. SLOPES - BAHIA	11,600	SY	\$3.15	\$36,540.00
25	SOD RIGHT OF WAY - BAHIA	36,300	SY	\$3.15	\$114,345.00
26	SOD SWALES - BAHIA	1,900	SY	\$3.15	\$5,985.00
27	SEED & MULCH MASS GRADED / MISC. AREAS	35,500	SY	\$0.30	\$10,650.00
28	WETLAND DEMUCKING (ASSUMES 18")	15,700	CY	\$6.25	\$98,125.00
29	FINAL GRADING	1	LS	\$130,000.00	\$130,000.00
	PAVING				
30	SAWCUT & MATCH EXIST. ASPHALT	1	LS	\$1,000.00	\$1,000.00
31	1" TYPE FC 9.5 FRICTION COURSE	26,550	SY	\$13.00	\$345,150.00
32	2" TYPE SP 12.5 ASPHALT	26,550	SY	\$20.31	\$539,230.50
33	10" CRUSHED CONCRETE BASE	26,550	SY	\$20.44	\$542,682.00
34	12" STABILIZED SUBGRADE (LBR-40)	26,550	SY	\$8.00	\$212,400.00
35	TYPE "F" CURB W\ STABILIZATION	14,050	LF	\$30.00	\$421,500.00
36	CONCRETE TRAFFIC SEPARATOR	90	SF	\$22.50	\$2,025.00
37	5' X 4" CONCRETE SIDEWALK W\ FIBER	17,760	SF	\$7.90	\$140,304.00
38	8' X 4" CONCRETE SIDEWALK W\ FIBER	25,850	SF	\$7.90	\$204,215.00
39	5' ADA HANDICAPPED RAMP	2	EACH	\$1,450.00	\$2,900.00
40	8' ADA HANDICAPPED RAMP	10	EACH	\$1,650.00	\$16,500.00
41	PAVEMENT MARKING REMOVAL - HYDROBLASTING	1	LS	\$8,500.00	\$8,500.00
42	SIGNAGE & STRIPING	1	LS	\$75,000.00	\$75,000.00
	STORM SEWER				

Line #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
43	CONNECT TO EXISTING STORM PIPE	1	EACH	\$6,350.00	\$6,350.00
44	18" CLASS III RCP STORM	1,170	LF	\$75.00	\$87,750.00
45	24" CLASS III RCP STORM	1,640	LF	\$100.00	\$164,000.00
46	30" CLASS III RCP STORM	795	LF	\$155.00	\$123,225.00
47	36" CLASS III RCP STORM	560	LF	\$200.00	\$112,000.00
48	42" CLASS III RCP STORM	100	LF	\$290.00	\$29,000.00
49	48" CLASS III RCP STORM	570	LF	\$315.00	\$179,550.00
50	FDOT TYPE P-5 CURB INLET	13	EACH	\$11,500.00	\$149,500.00
51	FDOT TYPE P-6 CURB INLET	8	EACH	\$12,500.00	\$100,000.00
52	FDOT TYPE J-5 CURB INLET	1	EACH	\$12,500.00	\$12,500.00
53	FDOT TYPE J-6 CURB INLET	2	EACH	\$15,000.00	\$30,000.00
54	CONTROL STRUCTURE TYPE D	2	EACH	\$12,000.00	\$24,000.00
55	24" RCP FES	3	EACH	\$4,150.00	\$12,450.00
56	42" RCP FES	1	EACH	\$7,500.00	\$7,500.00
57	RIP RAP @ END SECTION	4	EACH	\$680.00	\$2,720.00
58	QUAD 36" HEADWALL	2	EACH	\$72,000.00	\$144,000.00
59	QUAD 42" HEADWALL	2	EACH	\$77,000.00	\$154,000.00
60	FDOT HANDRAIL	220	LF	\$110.00	\$24,200.00
61	RIP RAP SUMP	2	EACH	\$3,800.00	\$7,600.00
62	DEWATERING	4,835	LF	\$10.00	\$48,350.00
63	STORM SEWER TESTING	4,835	LF	\$9.00	\$43,515.00
	SANITARY FORCEMAIN				
64	CONNECT TO EXISTING 24" FORCEMAIN	1	EACH	\$2,300.00	\$2,300.00
65	24" X 8" TAPPING SLEEVE & VALVE	1	EACH	\$12,000.00	\$12,000.00
66	8" PVC FORCEMAIN (DR 18)	3,720	LF	\$46.00	\$171,120.00
67	6" PVC FORCEMAIN (DR 18)	560	LF	\$43.00	\$24,080.00
68	8" GATE VALVE ASSEMBLY	6	EACH	\$2,900.00	\$17,400.00
69	6" GATE VALVE ASSEMBLY	9	EACH	\$2,050.00	\$18,450.00
70	8" MJ BEND	10	EACH	\$1,050.00	\$10,500.00
71	8" MJ TEE	3	EACH	\$1,350.00	\$4,050.00
72	8" MJ CROSS	1	EACH	\$1,550.00	\$1,550.00
73	8" MJ CAP	5	EACH	\$705.00	\$3,525.00
74	6" MJ CAP	1	EACH	\$560.00	\$560.00
75	AIR RELEASE ASSEMBLY	2	EACH	\$6,750.00	\$13,500.00
76	TEMPORARY BLOWOFF ASSEMBLY	6	EACH	\$710.00	\$4,260.00
77	DEMO / RESTORE SIDEWALK	25	LF	\$62.40	\$1,560.00
78	SOD RESTORATION - BAHIA	50	SY	\$3.50	\$175.00
79	PRESSURE TESTING	4,280	LF	\$2.00	\$8,560.00
	WATER MAIN				
80	CONNECT TO EXISTING 36" WATERMAIN	1	EACH	\$14,500.00	\$14,500.00
81	TEMPORARY JUMPER	1	EACH	\$7,250.00	\$7,250.00
82	24" PVC WATER MAIN (DR 25)	20	LF	\$265.00	\$5,300.00
83	12" PVC WATER MAIN (DR 18)	3,780	LF	\$85.00	\$321,300.00
84	12" GATE VALVE ASSEMBLY	12	EACH	\$4,750.00	\$57,000.00
85	12" MJ BEND	8	EACH	\$990.00	\$7,920.00
86	12" MJ TEE	3	EACH	\$1,600.00	\$4,800.00

Line #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
87	12" MJ CROSS	1	EACH	\$2,250.00	\$2,250.00
88	36" MJ REDUCER	1	EACH	\$7,550.00	\$7,550.00
89	24" MJ REDUCER	1	EACH	\$2,800.00	\$2,800.00
90	12" MJ CAP	6	EACH	\$500.00	\$3,000.00
91	FIRE HYDRANT ASSEMBLY	7	EACH	\$7,950.00	\$55,650.00
92	AIR RELEASE ASSEMBLY	3	EACH	\$6,750.00	\$20,250.00
93	WDSP / CIP	4	EACH	\$510.00	\$2,040.00
94	TEMPORARY BLOWOFF ASSEMBLY	6	EACH	\$685.00	\$4,110.00
95	DEMO / RESTORE SIDEWALK	20	LF	\$67.70	\$1,354.00
96	SOD RESTORATION - BAHIA	50	SY	\$3.50	\$175.00
97	CHLORINATION & PRESSURE TESTING RECLAIMED WATER	3,820	LF	\$2.25	\$8,595.00
98	CONNECT TO EXISTING 16" RECLAIMED	1	EACH	\$3,050.00	\$3,050.00
99	16" PVC RECLAIMED MAIN (DR 18)	3,620	LF	\$135.00	\$488,700.00
100	12" PVC RECLAIMED MAIN (DR 18)	540	LF	\$100.00	\$54,000.00
101	16" GATE VALVE ASSEMBLY	6	EACH	\$11,000.00	\$66,000.00
102	12" GATE VALVE ASSEMBLY	9	EACH	\$4,750.00	\$42,750.00
103	16" MJ BEND	8	EACH	\$1,950.00	\$15,600.00
104	16" MJ TEE	3	EACH	\$2,750.00	\$8,250.00
105	16" MJ CROSS	1	EACH	\$3,700.00	\$3,700.00
106	16" MJ CAP	5	EACH	\$745.00	\$3,725.00
107	12" MJ CAP	1	EACH	\$500.00	\$500.00
108	AIR RELEASE ASSEMBLY	2	EACH	\$6,750.00	\$13,500.00
109	TEMPORARY BLOWOFF ASSEMBLY	6	EACH	\$710.00	\$4,260.00
110	2" PVC SLEEVE	700	LF	\$8.50	\$5,950.00
111	4" PVC SLEEVE	700	LF	\$13.50	\$9,450.00
112	6" PVC SLEEVE	1,400	LF	\$20.50	\$28,700.00
113	PRESSURE TESTING	4,160	LF	\$2.00	\$8,320.00
					\$8,999,929.00



**PROPOSAL FOR CHANCEY ROAD
PHASE 3
PHILLIPS & JORDAN, INCORPORATED**

30115 SR 52
Suite 301
San Antonio, FL 33576

Contact:
Art Phelps
aphelps@pandj.com
813.783.1132



Wiregrass II Community
Development District
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544



DUE: February 20, 2023 @ 3:00 PM

ORIGINAL



February 20, 2023

Mr. Scott Sheridan
Locust Branch, LLC
3717 Turman Loop, Suite 102
Wesley Chapel, FL 33544

RE: CHANCEY ROAD PHASE 3

Phillips & Jordan, Inc. (P&J) appreciates this opportunity to submit our bid and proposal for Chancey Road Phase 3. Established in 1952, P&J is a Phillips Infrastructure Holdings, Inc. company headquartered in Knoxville, Tennessee, and a WBENC Certified Woman-Owned Business. Our Core Values and Priorities - Integrity, Safety, Quality, and Production - guide our daily business practices. We are a People First company, and we hold safety as imperative above all other objectives. A safe workplace and workforce are the only acceptable way to do business - and the only way to take care of the community, the people, and the environment.

Environmental, Safety and Health: We are committed to an elite environmental, safety, and health program driven by our desire to put the safety and health of our people first on every project we undertake and every decision the company makes. The following fundamental principles guide our program: strong, committed leadership; individual accountability; employee involvement and feedback through behavioral-based programs; and an extensive training program that drives continuous improvement.

Experience & Self-Performance: Mass excavation and earthwork are what we do and who we are. It is a core competency whether we perform a large site development project, build a new earthen dam, or construct a new landfill. We have extensive mass earthwork and large project (\$100mil +) experience, and routinely move millions of cubic yards of dirt year after year across the nation. In the last five years we have moved in excess of 35 million cubic yards (CY) of earth. At P&J, our moto is "a proven solution" and we pride ourselves in our ability to provide solutions to complex projects with aggressive schedules. We provide the most value in an environment where we can work collaboratively with the owner, engineers, and general contractors to meet all stakeholder needs through constructability review and implementation.

Financial Strength: P&J possesses "best-in-class" financial ratios with respect to liquidity and leverage. We maintain our equity at approximately \$120M, our interest-bearing debt to equity ratio is approximately 0.2 to 1, and we have more than \$70M in working capital. Our existing working capital line of credit is \$20M with JPMorgan Chase Bank. We have placed project-specific credit facilities for as much as \$100M in recent years. P&J's surety (Liberty Mutual Surety) currently has in place an aggregate bonding capacity line in excess of \$1.3B, with an individual contract line exceeding \$500M.

Elite Workforce: At P&J, our greatest resource is our employees. This is reflected in our experienced Operational Managers and Supervisors who keep our crews safe and productive, our craft personnel who perform the work, our corporate service teams that manage our fleet, financial, administration and technology systems. We are proud to have many second and third-generation employees who have chosen to build their careers with P&J. We currently employ over 1,200 team members who provide significant bench strength and layers of redundancy to a project workforce.

30115 SR 52, Suite 301
San Antonio, FL 33576
office 813.783.1132
fl estimate@pandj.com
pandj.com

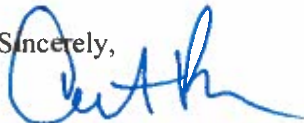
Extensive Fleet: P&J has an extensive fleet of more than 750 heavy and specialized pieces of equipment. This equipment has the latest grade control technology allowing us to move material faster, smarter, and with more accuracy. Two equipment service centers are manned by highly skilled mechanics and service technicians who maintain our equipment in the field and in our shops. This enables our organization to control costs and availability. We also maintain national accounts with significant equipment vendors providing us the ability to efficiently and cost-effectively acquire and rent equipment when needed.

Production: Each year, P&J takes on some of the most challenging and schedule-sensitive projects throughout the United States. Our varied experience includes extensive disaster recovery efforts, such as our nearly \$1 billion, 2-year contract post Hurricane Katrina recovery; massive dam construction projects, such as the Arbuckle Reservoir and Lower Bois d'Arc Dam projects in Texas; and expansive site development packages, such as a time-sensitive project for TVA in which P&J moved more than three (3) million CY of dirt in three (3) months. P&J has the proven capacity to complete large projects safely and efficiently. Our vast network of resources allows us to mobilize additional support to the projects as needed.

The following proposal will demonstrate that P&J has the requisite experience and capacity to successfully complete the Chancey Road Ph 3 Project in Wesley Chapel, FL.

Please contact me at (813) 783.1132 or aphelps@pandj.com should you have any questions or if you need additional information

Sincerely,



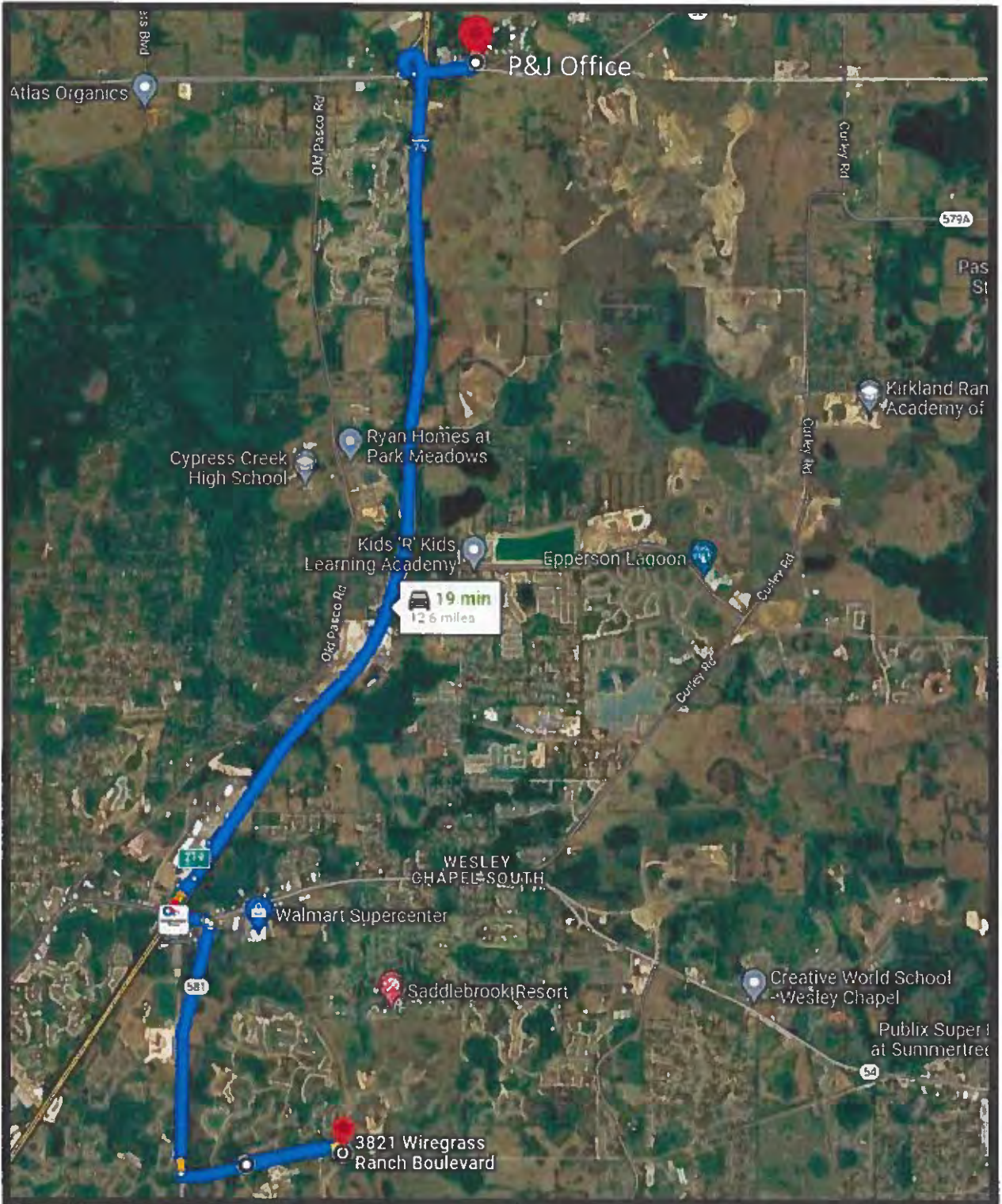
Art Phelps
Sr. Vice President – Heavy Civil
Phillips & Jordan, Inc



30115 SR 52, Suite 301
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flesitmate@pandj.com
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LOCATION MAP



ART PHELPS

SENIOR VICE PRESIDENT



EXPERIENCE

Years of Total Experience: 36 Years at P&J: 25

Art Phelps has more than 35 years of construction industry experience and serves as a Senior Vice President for P&J. As Senior Vice President, Phelps oversees Florida operations, including estimating, bidding, safety, and overall direction. He also serves as a project executive and is responsible for the overall success of the Heavy Civil-Industrial & Commercial division.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- MOT
- OSHA Safety
- Stormwater Erosion Inspector



REPRESENTATIVE PROJECTS

2019-Present Mosaic WC-1 Dam | Bowling Green, Florida

Project Scope of Work: The WC-1 project is the construction of an 800-acre clay settling area. The project includes excavation and embankment of 14 M CY of sand tailings and overburden material, construction of two (2) spillway structures, storm drainage piping and grassing. The project requires more than 100 pieces of equipment and 120 employees to meet the construction schedule. The fill material was moved with a combination of push/pull scrapers and off-road trucks at a rate of 60,000 CY per day.

2016-2020 Blue Origin | Cape Canaveral, Florida

Project Scope of Work: The Blue Origin project was the construction of a rocket manufacturing facility. The project was awarded in multiple contracts over several years. The project scope included erosion control measures, clearing and grubbing, mass earth excavation and embankment, installation of the storm drainage system, sanitary sewer system, lift stations, water and fire lines, temporary and permanent base construction and asphalt paving.

2018-2019 Project Starbelt | Huntsville, Alabama

Project Scope of Work: The Starbelt project is a data center for a popular social media and technology company. The project scope included erosion control measures, mass rock and earth excavation and embankment, blasting and rock crushing, installation of the storm drainage system, sanitary sewer system, water and fire lines, temporary and permanent base construction and asphalt paving.

2017-2019 Atlanta Braves Spring Training Facility | North Port, Florida

Project Scope of Work: P&J performed site development services for construction of a new spring training facility for the Atlanta Braves Major League Baseball team. The scope of work included roadwork, earthwork, site utilities, and development of baseball practice fields and a stadium. P&J installed 21,000 LF of storm pipe, 5,400 LF of sanitary sewer, 9,500 LF of pressure pipe, and one lift station. Project work also included 65,000 SY of asphalt parking lot, 72,500 SY of grassed parking lot, and 500,000 CY of embankment fill.

2015-2019 Arden Site Development | Palm Beach County, Florida

Project Scope of Work: The Arden project is a mixed-use planned development that includes residential units, recreational facilities, specialty retail space, and a future public school. P&J was awarded a \$30M contract by the Northern Palm Beach County Improvement

District and Freehold Communities to complete a turnkey site development package for the 1,200-acre Arden project, which included excavation of site materials; installation of storm pipe, sanitary sewer, and pressure pipe; construction of lift stations and a vehicular bridge, and construction of roadway infrastructure.

2013-2014 Amazon.com Project Garden Distribution Center | Polk County, Florida

Project Scope of Work: P&J was contracted to complete all site work activities associated with construction of the Project Garden Distribution Center located on an 85-acre site in Lakeland, Florida. The scope of work completed by P&J for the project included installation and maintenance of silt fence; site clearing and grubbing; excavation of site material; import and placement of fill material; installation of storm water drainage piping, sanitary sewer line, force main, water main, and fire main; construction of a lift station and curbing; and placement of asphalt paving.

2013 Collier County Beach Renourishment Project | Naples, Florida

Project Scope of Work: During the 2012 hurricane season, beaches along the coast of Collier County in Florida experienced erosion due to high winds and rough waters produced by several tropical systems. In September of 2013, the Board of County Commissioner approved the \$9.5M Collier County Beach Renourishment Project and subsequently contracted with P&J to perform the Segment A North - Naples/Park Shore portion of the project. Over the duration of the project, P&J imported over 10,000 loads of sand from the Stewart Mining Industries facility located in Immokalee, Florida which was approximately 65 miles inland from the job site. At the conclusion of the project, P&J had imported and spread a total of 227,500 tons of sand.

2012 Fortenberry Regional Stormwater Management System Phase 1B | Brevard County, Florida

Project Scope of Work: This project involved expansion of the wet detention pond at the Fortenberry stormwater management facility. The scope of work completed by P&J for this project included excavation and stabilization of site materials to increase the wet detention pond capacity, and construction of a concrete weir and Rip/Rap rubber weir spillway.

2011-2013 ESPN Wide World of Sports Complex Expansion | Lake Buena Vista, Florida

Project Scope of Work: P&J was contracted to complete two projects involving expansion of the Hess Sports Fields portion of the complex and expansion of the complex parking facilities. The scope of work for the Hess Sports Fields project involved site preparation work including clearing and grubbing; installation of turbidity barriers in existing water detention ponds; excavation and grading of new water detention ponds; rough grading of new athletic fields; and installation of interconnected stormwater drainage piping, a lift station with force main, and an irrigation system. The scope of work for the complex parking facilities project involved completion of all required permitting, installation of erosion controls, clearing of approximately 2 acres of land, and placement and grading of a crushed concrete base.



EDUCATION

Associate's Degree, Architectural Construction Engineering Technology | Hillsborough Community College

Associate's Degree | Pasco Hernando Community College

WESLEY COMPO

VICE PRESIDENT OF OPERATIONS



EXPERIENCE

Years of Total Experience: 25 Years at P&J: 25

Wesley Compo has 25 years of experience in the construction industry and serves as a Vice President of Operations for P&J's Industrial & Commercial Group. He serves as a liaison between the field and other executives and is responsible for high-level supervision of P&J's Florida projects, including overseeing site supervision activities, ensuring compliance with project specifications and requirements, and reporting observations to the project executive.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- Intermediate FDOT MOT
- OSHA 30-Hour Construction Safety
- OSHA 10-Hour
- Excavation Competent Person
- Qualified Rigger / Signal
- MSHA Part 48
- Stormwater Erosion Inspector – Florida & Tennessee



REPRESENTATIVE PROJECTS

2021-2022 Mosaic O1-B Phase 2A, 2B and 2C Base out | Bowling Green, Florida

Project Scope of Work: This project includes the base out construction of a clay settling dam of an existing phosphate mine. The scope of work for P&J on this \$27M project included placing approximately 8M CY of overburden fill excavated and hauled within an approximately 600-acre site, as well as dewatering operations for the entire site, topping spoils, and constructing haul roads throughout the site.

2019-2021 Mosaic WC-1 Phase I | Bowling Green, Florida

Project Scope of Work: This project includes construction of a clay settling dam of an existing phosphate mine. The scope of work for P&J for this \$53M project included approximately 12.5M CY of compacted sand and overburden fill within a +600-acre site, as well as dewatering operations for the entire site, clearing/grubbing, storm drainage/seepage controls, spillway structures and decant towers, as well as finish grading/seeding/mulching of embankments.

2016-2021 Navy Federal Credit Union, Phase 2 | Escambia County, Florida

Project Scope of Work: The scope of work being performed by P&J for this \$22M project includes tree & plant protection, demolition, signage, water distribution, sanitary sewers, sewage pumping stations, site clearing, earth moving, dewatering, excavation, asphalt paving, pavement markings, fencing, turf and grassing, and geo technical exploration.

2019 Seabrook Solar | Beaufort County, South Carolina

Project Scope of Work: The scope of work performed by P&J on this \$1M project includes an access road to a substation pad, site clearing, 5,000 CY of pond excavation, grading, 300 LF of 18-24" RCP storm drainage pipe, 1600 LF of crusher run base for the roadways, sodding, seeding, and asphalt paving at the entrance.

2018-2019 TECO Lake Hancock | Bartow, Florida

Project Scope of Work: This project is a \$5.4M, 350-acre solar site. P&J is performing site clearing, 150,000 CY of pond excavation, grading, 1200 LF of 18-24" RCP storm drainage pipe, 4 miles of crushed concrete roadways, sodding, seeding, and fence installation.

2018-2019 TECO Payne Creek | Bowling Green, Florida

Project Scope of Work: This project involves a \$4.1M, 500-acre solar site. P&J performed site clearing, 75,000 CY of pond excavation, grading, 1000 LF of 18-24" RCP storm drainage pipe, 5 miles of crushed concrete roadways, sodding, seeding, and fence installation.

2018-2019 TECO Balm | Balm, Florida

Project Scope of Work: This project involved a \$3.2M, 500-acre solar site. P&J performed site clearing, pond excavation 25,000 CY, grading, 800 LF of 18-24" RCP storm drainage pipe, 5 miles of crushed concrete roadways, sodding, seeding, and fence install

2018-2019 Navy Federal Credit Union, Phase 1 Sewer Repair | Escambia County, Florida

Project Scope of Work: This is a \$1.5M contract to repair an existing sanitary sewer system that another contractor installed. P&J installed 1200' of new 8" DIP, and 400' of the pipe was installed on hangers off of a retaining wall.

2015-2017 Lauderdale Plant Combustion Turbine Project | Ft. Lauderdale, Florida

Project Scope of Work: The Florida Power & Light (FPL) Lauderdale Plant included 2 banks of gas turbines that began operation between 1970 and 1972. Due to a new national ambient air quality standard promulgated by the U.S. Environmental Protection Agency, FPL replaced 5 existing gas turbines at the Lauderdale Plant with highly efficient combustion turbines to comply with the new standard. The scope of work performed by P&J for this project included construction of a haul road and laydown yard, clearing and grubbing of a heavily wooded area, import and placement of sand and rock, installation of storm drainage line, construction of a mechanically stabilized earth wall and storm outfall structure, and asphalt paving. Dismantlement of the existing gas turbines will occur after the new combustion turbines are operational.

2015-2016 Seminole County Sports Complex | Sanford, Florida

Project Scope of Work: P&J completed site development work for this \$4.7M project which includes site grading and pad construction, installation of underground utilities, and construction of parking areas and roadways with curbing. The 102-acre facility included administrative, concession, restroom, and maintenance buildings; various athletic fields; playground areas; batting cages; and a walking trail.

2014-2015 CSX Integrated Logistics Center, Phase II | Winter Haven, Florida

Project Scope of Work: This \$7.1M project involved site development activities for a 930 acre business park that is part of the CSX Integrated Logistics Center where warehouse-distribution and light-manufacturing facilities will eventually be located. The scope of work performed by Phillips & Jordan for the project included installation of 24,000 LF of erosion control measures; clearing of 245 acres; excavation of 850,000 CY of site material; installation of 11,300 LF of stormwater, sewer, and water/fire lines; and 34,000 SY of asphalt paving and base.

2014 Heritage Isle Site Development | Brevard County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package that involved mass grading and Phase 8 roadway construction and utilities installation within the Heritage Isle community. The scope of work completed by P&J for the project included installation and maintenance of erosion control measures; construction layout; clearing and grubbing; excavation of site material; installation of storm drainage line, sanitary sewer line, water distribution line, and reuse water distribution line; and construction of curbing and roadways.

2013 FishHawk Ranch Phase I Site Development | Hillsborough County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package for the Phase I construction of FishHawk Ranch. The scope of work completed by P&J for this project included installation and maintenance of 18,000 LF of erosion control measures; excavation of 280,000 CY of material; installation of 48,400 LF of storm drainage

line, sanitary sewer line, and water main; installation of 28 fire hydrants; construction of a hybrid lift station; construction of 49,000 LF of concrete curbing and 76,000 SF of sidewalks; and placement of 55,000 SY of roadway asphalt.

2011-2013 Northshore Town Center Site Development | Knoxville, Tennessee

Project Scope of Work: P&J was contracted to complete site development work for the approximately 71-acre project site. Site development activities performed by P&J for this project included installation and maintenance of 46,000 LF of silt fence; stripping of 46,000 CY of topsoil; placement of 650,000 CY of rock/soil embankment; installation of 15,600 LF of storm drainage, water line, and sanitary sewer; and placement of 43,100 SY of asphalt paving.

2008-2009 Recovered Materials Processing Facility | Palm Beach County, Florida

Project Scope of Work: P&J was contracted to prepare the 20-acre site where the Recovered Materials Processing Facility was constructed. The scope of work completed by P&J for the project included installation and maintenance of 3,100 LF of silt fence; import and placement of 44,000 CY of fill material; mass and finish grading; installation of 5,282 LF of reinforced concrete pipe and ductile iron pipe for storm drainage; installation of 4,000 LF of water main line, sanitary sewer line, and force main; construction of a lift station; construction of 1,000 SY of sidewalks; and placement of 35,202 SY of asphalt paving and 3,488 SY of concrete paving.

2007 Knights Plaza, Phase II | Orange County, Florida

Project Scope of Work: P&J supported completion of the Phase II Knights Plaza parking garage and roadway construction expansion project. The scope of work completed for the project included excavation of 2,189 CY of material; import and placement of 23,213 CY of fill material; installation of 1,180 LF of storm drainage piping and 410 LF of water main; construction of 5,786 LF of curbing; placement of 5,741 SY of asphalt paving; and installation of 6 fire hydrants and 2 manholes.



EDUCATION

Associate's Degree, Mathematics | Jefferson Community College

MARK LAFON

REGIONAL MANAGER



EXPERIENCE

Years of Total Experience: 37 Years at P&J: 3

Mark Lafon has more than 35 years of construction industry experience and serves as a Project Manager for P&J's Industrial & Commercial Group. His responsibilities include review of specifications and plans, development of project objectives, processing of submittals, material procurement, scheduling, processing of change orders, forecasting project budgets and reviewing budget variances, monitoring project progress, tracking project quantities and costs, and preparation of status reports.



TRAINING / CERTIFICATIONS

- Professional Engineer, FL PE0046643
- Certified General Contractor, FL CGC038692
- Underground Utility Contractor (pending)
- LEED Accredited Professional
- Stormwater Management Inspector
- Filtrexx Certified Designer / Installer
- Certified Traffic Control Designer



REPRESENTATIVE PROJECTS

2018-Present **Flamingo Crossing** | Winter Garden, Florida

Project Scope of Work: P&J is currently performing site preparation services on two 64-acre lots for these dormitories, including mass grading, utility installation for water, fire, sewer, reclaim, and stormwater systems, asphaltic concrete paving. Due to space constraints, stormwater ponds were replaced with exfiltration systems, which include 18,000 LF of 66"-, 36,000 LF of 42"-, and 21,000 LF of 28"-diameter corrugated and perforated metal pipe (CMP). This pipe is surrounded by #57 limestone rock, and stormwater collects here to settle before filtering back into the ground. The exfiltration system being constructed at the Flamingo Crossing subdivision is one of the largest in the nation. P&J is also responsible for finishing the site with paving, curbs, and drainage.

Additional Experience

2010-2018 **ProTerra Recycling Systems, LLC** | Location

Role: VP Design and Production Management for ProTerra Recycling Systems, LLC

Responsibilities: Lafon oversaw design and fabrication of recycling equipment, bio-fuels facilities and consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating, scheduling and permitting.

2006-2010 **NewMera, LLC** | Location

Role: President and Managing Member for NewMera, LLC

Responsibilities: Lafon oversaw construction and design consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating and permitting

2002-2006 **Misener Marine Construction, Inc. / Orion Marine Group** | Location

Role: Vice President and General Manager

Responsibilities: Lafon was responsible for overseeing business operations, including business development and estimating.

2006-2010 **NewMera, LLC** | Location

Role: President and Managing Member for NewMera, LLC

Responsibilities: Lafon oversaw construction and design consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating and permitting

2006-2010 NewMera, LLC | Location

Role: President and Managing Member for NewMera, LLC

Responsibilities: Lafon oversaw construction and design consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating and permitting



EDUCATION

Bachelor's Degree, Civil Engineering | University of Florida

SONNY LANCASTER

LEAD ENVIRONMENTAL HEALTH & SAFETY MANAGER



EXPERIENCE

Years of Total Experience: 15 Years at P&J: 3

Sonny Lancaster has more than ten years of construction industry experience and serves as the Lead EH&S Manager for P&J's Industrial & Commercial Group. As a regional Lead, he supervises EH&S activities on upwards of 10, simultaneous projects throughout the state of Florida and supervises the safety personnel supporting these jobs. Lancaster coordinates Site EH&S Managers to oversee P&J work activities on these projects, perform safety training and auditing, prepare daily safety reports, and liaise with client management representatives, including the safety professional, implementation manager, and environmental manager on multiple projects throughout the region.



TRAINING / CERTIFICATIONS

- OSHA 30-Hour Construction Safety
- Drug Free Workplace-testing certification
- MSHA (Mine Safety & Health Administration) Safety Trainer Certificate



REPRESENTATIVE PROJECTS

2020-Present Mosaic WC-1 Dam | Bowling Green, Florida

Project Scope of Work: The WC-1 project is the construction of an 800-acre clay settling area. The project includes excavation and embankment of 12 M CY of sand tailings and overburden material, construction of two (2) spillway structures, storm drainage piping, and grassing. The project requires more than 100 pieces of equipment and 120 employees to meet the construction schedule. The fill material was moved with a combination of push/pull scrapers and off-road trucks at a rate of 60,000 CY per day.

2020-Present C-51 Reservoir | Palm Beach County, Florida

Project Scope of Work: As the CMAR for the C-51 Reservoir project, P&J is currently completing various activities associated with the preconstruction services phase of the project. Phase 1 of the \$161M project is designed to hold approximately 16,000 acre-feet and supply 35M gallons per day of raw water to participating utilities that include Miami, Fort Lauderdale, Broward County, Pompano Beach, Sunrise, Dania Beach, and Margate. Phase 2 of the project will add an additional 46,000 acre-feet of water storage.

2020-Present South Fort Meade | Hardee County, Florida

Project Scope of Work: This project's objective is to support the initial year of mining in the recently acquired Eastern Reserves by building a mining corridor through pastureland comprised of clearing and grubbing, ditches, and berms. The corridor will be the lifeline back to the SFM Mine for the next 4+ years, manage stormwater both on the corridor and incoming from adjacent streams. The corridor is broken into three phases that need to be executed in order: Phase I – East/West Corridor, Phase II – North/South Corridor, Phase III – Ronny Ditch. Totalling in 21,800 LF with 29,300 LF of BMP, 5000 LF of external stormwater ditch, 268,000 yds total cut and haul/ fill.

Additional Experience

2009-2019 McDonald Construction Corp. | Lakeland, Florida

Role: Safety Director for McDonald Construction Corporation.

Responsibilities: Lancaster carried out safety training for 350 employees, including a fleet of 225 Pieces of heavy equipment; his training duties extended to hiring employees. He was also in charge of overseeing accident investigations on site. Lancaster acted as the compliance officer for State and Federal agencies-DOT, MSHA, OSHA, EPA, DEP, and the County health department. He was part of the team that realized an EMR (Experience Modification Rate) reduction of 1.02 to .76 in a five-year period-reducing worker's compensation premium, changing the safety culture, and creating a safer work environment for the employees.



EDUCATION

High School Graduate

JOE HENNELLY

PROJECT MANAGER



EXPERIENCE

Years of Total Experience: 32 Years at P&J: 15

Joe Hennelly has more than 30 years of construction industry experience and serves as a project manager for P&J. He is responsible for managing day-to-day operations; scheduling and coordinating work activities with site supervision; tracking equipment, labor, and material utilization; coordinating material deliveries; preparing project submittals and pay applications; maintaining the project schedule; participating in project meetings; and interfacing with owner representatives.



TRAINING / CERTIFICATIONS

- OSHA 30-Hour
- SWPPP
- CPR / First Aid



REPRESENTATIVE PROJECTS

2020-Present Port of Tampa Bay Berth 214 Upland Phase 2 | Tampa, Florida

Project Scope of Work: On this project, P&J is importing stone base from the Bahamas, placing in a surcharge pile for two specific areas, and using existing fill material for a third surcharge pile. This scope includes approximately 135,000 tons of rock and 80,000 CY of fill material to build these surcharge piles. P&J will monitor these areas for subsidence, and once achieved, will relocate to the next area.

2018-Present PNT Turning Basin | Florida City, Florida

Project Scope of Work: This project involved filling two existing canals in Biscayne Bay. P&J was responsible for filling deep holes to a certain elevation to bring them back to natural conditions, which included importing more than 200,000 tons of sand material, placing in the water by conveyor belt where the material is dredged from barges with an Eddie pump and distributed in the canal, and eliminating the deep manmade holes. P&J utilized Floating Turbidity Curtains to prevent turbidity entering Biscayne Bay, a protected manatee and crocodile preserve area.

2017-Present Epcot Sausalito | Lake Buena Vista, Florida

Project Scope of Work: P&J is responsible for site work in preparation for a new amusement ride at Disney's Epcot park. Scope of work includes clearing, demucking the canal, earthwork, import fill, erosion control, storm sewer, sanitary sewer, water distribution system, stabilization, base, paving, concrete curbs and striping.

2018-2019 Epcot BOH Basin | Lake Buena Vista, Florida

Project Scope of Work: P&J is responsible for constructing a 20-acre pond at Disney's Epcot park. Scope of work includes heavy clearing, 350,000 CY of muck excavation, 250,000 CY of suitable material hauled off site, and installation of 5,000 LF of storm drainage.

2016-2017 Sabal Trail Hunters Creek Metering Station | Davenport, Florida

Project Scope of Work: The scope of work for P&J on this project included erosion control, clearing, earthwork, and dewatering for the connection site between the Hunters Creek Pipeline and Florida Gas Transmission. P&J performed 15,000 CY of excavation and 16,000 CY of import fill and installed 1,500 LF of storm sewer, 14,000 SY of geogrid with 57 stone, limerock roads, and asphalt paving.

2016 Lake Ashton, Phase II | Winter Haven, Florida

Project Scope of Work: The scope of work for P&J on this project included completion of a subdivision with grading, installing storm and sanitary sewers, lift stations, and placing base and asphalt.

2016 Reunion Compressor Station | Reunion, Florida

Project Scope of Work: The scope of work for P&J on this project included clearing, excavation of 17,000 CY, importing 34,000 CY of fill, dewatering, installing storm sewers, erosion control, riprap swales, and constructing limerock and asphalt roads.

2015-2016 Four Corners K-8 School | Davenport, Florida

Project Scope of Work: The scope of work for P&J on this project included clearing approximately 33 acres, earthwork, installing storm and sanitary sewers, constructing lift systems and grease traps, installing water and fire mains, laying PVC liner, and placing base and asphalt.

2014-2016 Vitag Biosolids Fertilizer Plant | Zellwood, Florida

Project Scope of Work: The scope of work for P&J included clearing and grubbing of approximately 30 acres, excavating 140,000 CY, surcharge, installing storm and sanitary sewers, multiple lift stations, installing water mains, placing base and asphalt, and paving a mechanically stabilized earth wall and concrete truck ramp.

2014-2015 Putnam County Central Landfill | Palatka, Florida

Project Scope of Work: P&J was contracted by the Putnam County Board of County Commissioners to mine a portion of the unlined cells located at the landfill. The scope of work completed by P&J for the project included topsoil stripping, excavation, transportation, screening, and stockpiling or disposal of approximately 344,000 CY of material; grading of excavation areas to finish contours; and stabilization of graded areas by hydroseeding or placement of sod.

2014-2015 Disney Springs Renovation | Orange County, Florida

Project Scope of Work: This project involved renovation work for the transformation of Downtown Disney to Disney Springs that consists of 4 distinct neighborhoods featuring more than 150 stores, restaurants, and entertainment locations. The scope of work completed by P&J for this project included dewatering and muck removal from an existing canal at the property; demolition of existing structures and site excavation; import and placement of fill material; and installation of sanitary sewer, water main, fire protection, and storm sewer lines.

2014-2015 CSX Integrated Logistics Center, Phase II | Winter Haven, Florida

Project Scope of Work: This \$7.1M project involved site development activities for a 930-acre business park that is part of the CSX Integrated Logistics Center where warehouse-distribution and light-manufacturing facilities will eventually be located. The scope of work performed by P&J for the project included installation of 24,000 LF of erosion control measures; clearing of 245 acres; excavation of 850,000 CY of site material; installation of 11,300 LF of stormwater, sewer, and water/fire lines; and 34,000 SY of asphalt paving and base.

2013 Collier County Beach Renourishment Project | Naples, Florida

Project Scope of Work: During the 2012 hurricane season, beaches along the coast of Collier County in Florida experienced erosion due to high winds and rough waters produced by several tropical systems. In September of 2013, the Board of County Commissioner approved the \$9.5M Collier County Beach Renourishment Project and subsequently contracted with P&J to perform the Segment A North - Naples/Park Shore portion of the project. Over the duration of the project, P&J imported over 10,000 loads of sand from the Stewart Mining Industries facility located in Immokalee, Florida which was approximately 65 miles inland from the job site. At the conclusion of the project, P&J had imported and spread a total of 227,500 tons of sand.

2012-2013 Laureate Boulevard Master Lift Stations 4 & 8 | Orlando, Florida

Project Scope of Work: P&J was contracted to complete the installation of lift stations 4 & 8 in accordance with City of Orlando specifications as part of the ongoing construction of the Lake Nona Town Center which is a multi-use development located adjacent to the Orlando International Airport. Project elements included site work; electrical, mechanical, and plumbing services; and installation of generator fuel tanks and enclosures.

2012-2013 Air Products Heat Exchanger Manufacturing Plant | Manatee County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package for construction of a 300,000 SF liquefied natural gas heat exchanger manufacturing plant for Air Products on a 32-acre site located across from the entrance to Port Manatee. The scope of work completed by P&J for the \$56.8M project included clearing and grubbing of the plant site; relocation of an existing decant line; construction of gravel access roads; excavation of material; import and placement of fill material from Port Manatee; mass and finish grading; placement of stabilized subgrade; construction of a sediment basin; installation of storm drainage, sanitary sewer, water, and fire lines; construction of a lift station; and placement of asphalt paving.

2012 Fortenberry Regional Stormwater Management System, Phase 1B | Brevard County, Florida

Project Scope of Work: This project involved expansion of the wet detention pond at the Fortenberry stormwater management facility. The scope of work completed by P&J for this project included excavation and stabilization of site materials to increase the wet detention pond capacity, and construction of a concrete weir and Rip/Rap rubber weir spillway.



EDUCATION

Bachelor's Degree, Engineering Technology | Memphis State University
High School Graduate

LEONARD LOTT

PROJECT SUPERINTENDENT



EXPERIENCE

Years of Total Experience: 41 Years at P&J: 41

Leonard Lott has more than 40 years of construction industry experience and currently serves as a project superintendent for P&J. He focuses on earthwork and site development for the P&J's Industrial & Commercial Group, and he is responsible for daily supervision of earthwork operations, management of equipment and materials, oversight of subcontractor activities, participation in project meetings, and preparation of daily reports.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- OSHA Safety
- Stormwater Erosion Inspector
- OSHA 10-Hour
- OSHA 30-Hour Construction Safety



REPRESENTATIVE PROJECTS

2019-Present Mosaic WC-1 Dam | Bowling Green, Florida

Project Scope of Work: The WC-1 project is the construction of an 800-acre clay settling area. The project includes excavation and embankment of 12 M CY of sand tailings and overburden material, construction of two (2) spillway structures, storm drainage piping and grassing. The project requires more than 100 pieces of equipment and 120 employees to meet the construction schedule. The fill material was moved with a combination of push/pull scrapers and off-road trucks at a rate of 60,000 CY per day.

2015-2019 Arden Site Development | Palm Beach County, Florida

Project Scope of Work: The Arden project is a mixed-use planned development that includes residential units, recreational facilities, specialty retail space, and a future public school. P&J was awarded a \$30M contract by the Northern Palm Beach County Improvement District and Freehold Communities to complete a turnkey site development package for the 1,200-acre Arden project, which included excavation of site materials; installation of storm pipe, sanitary sewer, and pressure pipe; construction of lift stations and a vehicular bridge, and construction of roadway infrastructure.

2012 Fortenberry Regional Stormwater Management System, Phase 1B | Brevard County, Florida

Project Scope of Work: This project involved expansion of the wet detention pond at the Fortenberry stormwater management facility. The scope of work completed by P&J for this project included excavation and stabilization of site materials to increase the wet detention pond capacity, and construction of a concrete weir and riprap rubber weir spillway.

2009 Diageo Rum Distillery | St. Croix, US Virgin Islands

Project Scope of Work: This project involved construction of the new \$165M Diageo Rum Distillery on the island of St. Croix. P&J's role on the project involved off-island site work construction management; site work equipment management; and supply of on-island materials, labor, and incidentals.

2007-2009 The Shops at Wiregrass | Wesley Chapel, Florida

Project Scope of Work: P&J completed a turnkey site development package for this project that included clearing and grubbing, excavation of site materials, mass and finish grading, installation of underground utilities, and construction of roadways and associated curbing.

2005-2007 Lake Ashton, Phase II Site Development | Polk County, Florida

Project Scope of Work: P&J completed a turnkey site development package for this project that included clearing and grubbing, excavation of site materials, site grading, installation of underground utilities, construction of curbs and placement of asphalt paving, and sodding of disturbed areas.

2002-2007 Bellalago Subdivision Site Development | Osceola County, Florida

Project Scope of Work: P&J completed a turnkey site development package for this project that included excavation of site materials, installation of underground utilities, construction of sidewalks and curbed roadways, and construction of 3 lift stations.



EDUCATION

High School Graduate



FLORIDA HEAVY/CIVIL CURRENT

PROJECT NUMBER	PROJECT PERSONNEL	NAME, LOCATION & TYPE OF PROJECT	OWNER/CONTRACTOR	SCOPE OF WORK	FINAL CONTRACT PRICE	START DATE COMPLETION DATE
4023004	Tim Clay Cameron Pate	JEA Nassau WRF Expansion Duval County, Yulee, FL County/Gov't	(Jacksonville Electric Authority - Owner) The Haskell Company - Contractor 111 Riverside Ave Jacksonville, FL 32202 John Morrison 727-642-0549 john.morrison@haskell.com	Earthwork, Excavation Grading Asphalt Paving, GeoPaving, Striping & Signs Sodding	\$3,042,011.50	Jan 2023 - Current est. 9/30/2024
4023002	Tim Clay Kayla Smith	FPLA WRF Relocation Saint Lucie County, Fort Pierce, FL County/Gov't	(Fort Pierce Utilities Authority - Owner) The Haskell Company - Contractor 111 Riverside Ave Jacksonville, FL 32202 Joseph Kantor 703-282-9764 joseph.kantor@haskell.com	Earthwork, Lined Pond Storm System	\$3,302,485.51	Jan 2023 - Current est. 7/1/2023
4023001	Matt Eidson James Cryer	C-43 Canal Water Quality Hendry County, Labelle, FL County/Gov't	South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406 Kenneth Beaty 561-682-2715 kbeaty@sfwmd.gov	Pump Station, Wetland Cells, Earthwork, Haul Roads, Wetland Plantings	\$24,623,409.85	Jan 2023 - Current est. 4/30/2024
4022020	Tim Clay Jason Dare	JAA Cecil Self-Perform Duval County, Jacksonville, FL Airport Construction	(Jacksonville Aviation Authority - Owner) The Haskell Company - Contractor 111 Riverside Ave. Jacksonville, FL 32202 Tim Lehman 904-591-2780 timothy.lehman@haskell.com	Limerock Delivery, Miscellaneous T&M	\$500,000	Aug 2022 - Current est. 10/15/2023
Sub 4022019	Matt Eidson Jason Spivey	Wellen Park Rock Crushing Sarasota County, North Port, FL Subdivision	Wellen Park Construction, LLLP (Mattamy Homes) 12260 Everglow Drive #14 Venice, FL 34293 Joe Fortino, Director of Land Development 941-468-6915 joe.fortino@mattamycorp.com	Material Screening, Rock Crushing	\$250,000 per Mo TBD	Jul 2022 - Current est. 10/17/2024
Prime 4022018	Matt Eidson Jason Spivey	Wellen Park LS3D Sarasota County, North Port, FL	Wellen Park Construction, LLLP (Mattamy Homes) 12260 Everglow Drive #14 Venice, FL 34293 Joe Fortino, Director of Land Development	Liftstation Construction Roadway Maintenance	T&M	?

FLORIDA HEAVY/CIVIL CURRENT

PROJECT NUMBER	PROJECT PERSONNEL	NAME, LOCATION & TYPE OF PROJECT	OWNER/CONTRACTOR	SCOPE OF WORK	FINAL CONTRACT PRICE	START DATE COMPLETION DATE
Prime 4022016	Tim Clay Cameron Pate	Subdivision CMAR Services for Nassau Water Reclamation Facility Nassau County, Fernandina Beach, FL	joe.fortino@mattamycorp.com (JEA - Owner) The Haskell Company - Contractor 111 Riverside Ave. Jacksonville, FL 32202 John Morrison, PM 727-642-0549 john.morrison@haskell.com	Demolition, Concrete, Earthwork, Erosion Control, Stormwater, Clearing, Grubbing, Site Prep, Sodding	\$3,026,295	Aug 2022 - Current est. 10/17/2024
Sub 4022014	Tim Clay Kayla Smith	Aerospace Blue Origin North Campus Parking Lots Brevard County, Merritt Island, FL	(Blue Origin Florida, LLC - Owner) The Haskell Company - Contractor 111 Riverside Ave. Jacksonville, FL 32202 Trevor Bradley 904-791-4500 Trevor.Bradley@haskell.com	Demolition, Earthwork, Excavation Storm Structures, Grading, Asphalt Paving, Striping & Signs	\$440,565	Jun 2022 - Current est. 03/16/2024
Sub 4022013	Matt Eidson Jason Spivey	Aerospace Wellen Park-BB Living, Village G Sarasota County, North Port, FL	Weilen Park Construction, LLLP (Mattamy Homes) 12260 Everglow Drive #14 Venice, FL 34293 Joe Fortino, Director of Land Development 941-468-6915 joe.fortino@mattamycorp.com	Earthwork, Paving, Curb, Gutter, Brick Paving, Concrete, Storm, Sanitary Sewer, Water Distribution, Fire Main, Irrigation Main	\$11,563,015	Jun 2022 - Current est. 09/19/2023
Prime 4022012	Tim Clay Nick Sullivan	Subdivision Alexandra's Park Site Development Bay County, Panama City, FL	Hawk Callaway, LLC - Owner Metro Development Group - Developer 2502 N Rocky Point Drive, Suite 1050 Tampa, FL 33607 Ted Sanders, PM 813-288-8078 ted@metrodg.com	Earthwork, Storm System, Sanitary Sewer, Force Main, Water Main Paving, Curb, Sidewalk	\$10,404,768	May 2022 - Current est. 05/17/2023
Prime 4022011	Mark Lafon Kayla Smith	Wiggins Road Excavation - Southern Oaks Plant City, FL	(Charlie Taylor West LLC - Owner) Pattillo Construction Corporation 2600 Century Parkway, Suite 100 Atlanta, GA 30345 Danny Kahn, PM 470-783-2719 dkahn@pattilloconstruction.com	Demolition, Concrete, Earthwork, Erosion Control, Stormwater, Clearing, Grubbing, Site Prep, Sodding	\$3,429,874	July 2022 - Current est. 01/30/2023
Sub 4022008	Matt Fetterhoff J. Matz	Subdivision Universal Project 903 Orange County, Orlando, FL	Hensel Phelps Construction Co 6557 Hazeltine National Drive, Suite 1 Orlando, FL 32833 David Busch, PM 262-749-8035 (m) dbusch@henselphelps.com	Erosion Control, Access Rds, Excavation, UnderDrains, Sanitary Sewer, Storm Drain, Foremain, Watermain, Firemain	\$13,008,000	March 2022 - Current est. 03/16/2024
Sub 4022006	Mark Lafon Joe Hennelly	Theme Park / Recreational Parrish Lakes Carter Road Moccasin Wallow Road Manatee County, Palmetto, FL	(Hawk Parrish Lakes LLC-Owner) Metro Development Group (Owner Rep) 2502 N. Rocky Point Dr., Suite 1050 Tampa, FL 33607 Marc Schwartz, PM	Storm Systems, Watermain, Reuse Main, Force Main, Paving, Curb, Sidewalk, Earthwork	Bonded \$5,529,312	February 2022 - Current est. 12/01/2022

FLORIDA HEAVY/CIVIL CURRENT

PROJECT NUMBER	PROJECT PERSONNEL	NAME, LOCATION & TYPE OF PROJECT	OWNER/CONTRACTOR	SCOPE OF WORK	FINAL CONTRACT PRICE	START DATE COMPLETION DATE
Prime 4022005	Tim Clay Jason Dare	Subdivision Cape Canaveral National Cemetery Ph II Brevard County, Mims, FL	marcc@metrodog.com (Dept of Veterans Affairs-Owner) Veteran Design & Construction, Inc. - Contractor 5523 Research Drive, Suite 110 Baltimore, MD 21228 Alex Cowan, PM 301-980-9653 acowan@veteran-dci.com	Survey Erosion Control, Clearing, Storm Drainage, Roadway, Earthwork/Excavation/Grading Paving, Curb, Fencing, Sod	\$10,106,213 Bonded	January 2022 - Current est. 01/03/2025
Sub 4022004	Matt Fetterhoff J. Matz	Cemetery Development - VA Gov't Universal Project 304 Orange County, Orlando, FL	(Universal Development-Owner) WG Yates & Sons Construction Co. - Contractor 115 Main Street Biloxi, MS 39530 Jim Matkovics, PM 407-664-7001m 321-200-1250w jmatkovics@wgyates.com	Earthwork/Excavation/Grading Dewatering, Sheetpiling Sanitary Sewer, Storm Drain, Storm Drain, Watermain, Firemain	\$14,858,732 Bonded	January 2022 - Current est. 10/03/2022
Sub 4022003	Wes Compo Sam Gunlock	Theme Park / Recreational Poplar Brook Phase 2 & 3 Pasco County, Wesley Chapel, FL	SR56 Roads, LLC (GL Homes) 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323	Earthwork, Water, Sewer Drainage, Paving	\$3,471,835 Bonded	January 2022 - Current est. 10/10/2022
Prime 4022002	Wes Compo Sam Gunlock	Subdivision Wynfields North Phase 1 & 2 Pasco County, Wesley Chapel, FL	J. Heath Johnson 813-422-9684m heath.johnson@glhomes.com Pasco County Associates I, LLLP (GL Homes) 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323	Earthwork, Water, Sewer Drainage, Paving	\$21,947,052 Bonded	April 2022 - Current est. 10/04/2023
Prime 4022001	Tim Clay Jason Dare	Subdivision Cecil Airport E-Side Development (Cecil Shockwave) Duval County, Jacksonville, FL	J. Heath Johnson 813-422-9684m heath.johnson@glhomes.com (Jacksonville Aviation Authority - Owner) The Haskell Company - Contractor 111 Riverside Ave Jacksonville, FL 32202 Timothy Lehman, Sr PM 904.357.5605 timothy.lehman@haskell.com	Erosion Control, Survey, Clearing, Roadway, Concrete, Earthwork, Storm, Watermain, Sanitary Sewer	\$15,182,079 Bonded	January 2022 - Current est. 03/31/2023
Sub 132118	Tim Clay Kayla Smith Jerry Henry	Airport Construction Blue Origin South Campus Civil Brevard County, Merritt Island, FL	(Blue Origin Florida, LLC - Owner) The Haskell Company - Contractor 111 Riverside Ave. Jacksonville, FL 32202 Trevor Bradley 904-791-4500 Trevor.Bradley@haskell.com	Dewatering, Earthwork, Erosion Control, Seeding & Mulch Stormwater Culverts, Curbs Underground Utilities	\$1,003,081	December 2021 - Current est. 10/30/2022
Sub 132113	Mark LaFon Joe Hennelly	Aerospace Mirada Teak Follow Site Development 7A&B/8A,B,C&D Pasco County, San Antonio, FL	Mirada II Community Development District 250 International Parkway, Suite 280 Lake Mary, FL 32746 Marc Schwartz, PM (Metro Dev. Grp) 727.450.0540	Mass Grading Earthwork, Site Prep, Road Construction, Storm Drainage, Sanitary Sewer, Stormwater Culverts	\$11,360,935	March 2022 - Current est. 10/18/2022

FLORIDA HEAVY/CIVIL CURRENT

PROJECT NUMBER	PROJECT PERSONNEL	NAME, LOCATION & TYPE OF PROJECT	OWNER/CONTRACTOR	SCOPE OF WORK	FINAL CONTRACT PRICE	START DATE COMPLETION DATE
Prime 132112	Wes Compo Sam Gunlock	Subdivision Mosaic Clay Settling Area O-1B Hardee County, Ona, FL	marc@metrody.com Mosaic Fertilizer, LLC 13830 Circa Crossing Drive Lithia, FL 33547	Partial Baseout Earthwork Activities	\$12,880,000	Aug 2021 - Current est. 01/24/2023
Prime		Mining	Jack Rollins 813-500-6871 jack.rollins@mosaicco.com			
132110 132111	Wes Compo Kayla Smith	Amazon Non-SORT Distribution Bldg, BPI3 (Midway) St. Lucie County, Port St. Lucie, FL	(Seefried Industrial Properties, Inc-DevMgr) The Conlan Company 10752 Deenwood Park Blvd S., Suite 105 Jacksonville, FL 32256	Earthwork, Clearing, Demo Storm Drainage, Sanitary Forcemain, Watermain, Firemain, Paving, Curb Sidewalks, Road Improvements	\$20,105,037	Sep 2021 - Current est. 08/12/2022
132107M 132108 132109 132115	Mark LaFon Jason Spivey	Distribution Center Creekside Onsite & Sewer & Out Parcels Manatee County, Parrish, FL	Billy Latsko, PM 904-3099-8000, 770-241-8606m blatsko@conlancompany.com 3390 Erie Road, LLC/Benderson Dev Co LLC 7978 Cooper Creek Blvd University Park, FL 34201	Onsite - Storm Drain, Sanitary, WM Paving, Concrete, Earthwork County Sewer - Earthwork, Paving Concrete, Sewer, Drainage Syst, Outparcels - Muck Excavation Dewatering, Earthwork, Grading Ramp, Survey	\$10,753,751	May 2021 - Various Onsite - Est May 2022 Sewer-Completed Mar 2023 Outparcels - Est. May 2022
Prime 132104M 132105 132106	Mark LaFon Joe Hennelly	Commercial Retail Plaza Legacy Trail Sarasota County, Sarasota, FL & North Port, FL	Joseph Satyshur, PM 941-360-7217, 941-228-4831m josephsatyshur@benderson.com Jon F Swift Construction 2221 8th St Sarasota, FL 34237	Earthwork, Paving, Site Concrete, Stormwater, Water, Sanitary Sewer & Forcemain	\$4,272,748	May 2021 - Current est. 06/30/2022
Sub 132102	Tim Clay Jim Waddell	County Gov't Hurlburt SOF & Weapons Hangar Okaloosa County, Hurlburt Field, FL	Ross Russo, VP 941-724-7974m ross@jonswiftinc.com Hensel Phelps 6557 Hazeltine National Drive Suite 1 Orlando, FL 32833 John R. Baumeister, PM 407-886-9463 (m) jbaumeister@henselphelps.com	Clearing & Grubbing Dewatering, Earthwork, Erosion Control, Seeding & Mulch Stormwater Culverts, Curbs Underground Utilities	\$17,292,752	March 2021 - Current est. 10/05/2023
Sub 132010	Mark LaFon Kayla Smith	USACE / Gov't Southern Oaks Offsite Hillsborough County, Plant City, FL	Patillo Construction 2600 Century Parkway, Suite 100 Atlanta, GA 30345 Contact: Bill Northcutt Telephone: 770-200-3642 Email: bnorthcutt@patilloconstruction.com	Site Grading & Utilities Asphalt Paving, Sidewalk, Curb & Gutter, Striping & Signage	\$4,444,894	March 2021 - Current est. 08/15/2022
Sub 132009	Mark LaFon Kayla Smith Richard Root	Public Roadway Southern Oaks Business Park Hillsborough County, Plant City, FL	Patillo Construction 2600 Century Parkway, Suite 100 Atlanta, GA 30345 Contact: Bill Northcutt Telephone: 770-200-3642	Cleaning & Grubbing Dewatering, Earthwork, Erosion Control, Seeding & Mulch Stormwater Culverts, Curbs Underground Utilities	\$6,386,030	Dec 2020 - Current est. 08/15/2022

FLORIDA HEAVY/CIVIL CURRENT

PROJECT NUMBER	PROJECT PERSONNEL	NAME, LOCATION & TYPE OF PROJECT	OWNER/CONTRACTOR	SCOPE OF WORK	FINAL CONTRACT PRICE	START DATE COMPLETION DATE
Sub 132008	Art Phelps Kayla Smith Jerry Henry	Distribution Center Blue Origin 2Cat Brevard County, Exploration Park, FL Aerospace	Email: bnorthcutt@partilloconstruction.com The Haskell Company 111 Riverside Ave. Jacksonville, FL 32202 Contact: Trevor Bradley Telephone: 904-791-4500 Email: Trevor.Bradley@haskell.com	Dewatering, Earthwork, Erosion Control, Seeding & Mulch Stormwater Culverts, Curbs Underground Utilities	\$3,479,654	Dec 2020 - Current est. 03/1/2023



Customer/Credit References

Customer Reference:

Century Companies	Scott Owens, VP	Ph 863-647-1581	sowens@centurycompanies.net
Clayco, Inc.	Bryan Zehnder	Ph 314-592-2104	zehnder@claycorp.com
PCL Construction Svc, Inc.	Charlie Dorr	Ph 407-491-8416	cdorr@pcl.com
Hensel Phelps Constr. Co	Justin Starnes	Ph 813-842-2073	jstarnes@henselphelps.com

Credit/Trade References:

Ferguson Enterprises Inc.	Chad Wandall Chad.wandall@ferguson.com	Ph 813-627-1240 Fax 813-627-1299	8008 E. Sligh Ave Tampa, FL 33610
Core & Main	Jeremy Taylor Jeremy.Taylor@coreandmain.com	Ph 863-445-4587 Fax 813-620-4154	6525 US Hwy 301 N Tampa, FL 33610
Palm Beach Aggregates	Justo Navarro Jnavarro@siboneycc.com	Ph 561-795-6550 Fax 561-798-5380	20125 State Road 80 Loxahatchee, FL 33470

Bank References:

JP Morgan Chase Bank NA
201 E. Main St. Lexington, KY 40507
Contact: Suzanne Shriver
Phone: 865-330-2626
\$20,000,000 line of credit

United Community Bank
P.O. Box 1330
Robbinsville, NC 28771
Contact: Pam Shaffer
Phone: 828-479-3037



We are planning to work 6 days per week. 10 Hours per day has been figured.

Earthwork Crew – 1 EA

Supervisor & Pickup	- 1 ea/crew
JD 470 Excavator	- 1 ea/crew
40 Ton Trucks	- 3-4 ea/crew
D6 size Dozers	- 2 ea/crew
Grader for haul rd support	- 1 ea/crew
Water Truck	- 1ea/crew

Pipe Crew – 2 EA

Supervisor & truck	-1 ea/crew
Excavator w/oper	-1 ea/crew
Loader w/oper	-1 ea/crew
Dozer w/oper	-1 ea/crew
Pipe layer	-1 ea/crew
Tailman	-1 ea/crew
Bankman	-1 ea/crew

Subgrade / Base Crew – 1 EA

Supervisor & truck	-1 ea/crew
Roller w/oper	-1 ea/crew
Loader w/oper	-1 ea/crew
Grader w/oper	- 1 ea/ crew
Water Truck w/oper	-1 ea/crew
Laborer	-1 ea/crew

Staff

Site Safety	1 ea (as needed)
VP of Operations	1 ea (as needed)
Project Manager	1 ea (full time)
Project Engineer	1 ea (full time)
Crew Supervisors	(full time)
Mechanics	1 ea (as needed)
Oilers	1 ea (as needed)

COMMUNITY DEVELOPMENT DISTRICTS CLIENT HISTORY / SIMILAR PROJECTS

CDD

CLIENT	PROJECTS	CONTRACTS	YEARS
Bonnet Creek Resort CDD Orange County, FL	Chelonia Pkwy Demo-130901	\$428,148	2009-2010
	Chelonia Circle Demo-130715	\$72,289	2007-2008
	Bonnet Creek Golf Course-130713	\$813,244	2007-2009
	PB-7 SW Mgmt Syst Bonnet Crk-130307	\$2,063,561	2003-2006
	BP-6 Parallel Utility-130302	\$1,002,386	2003-2004
	BP-3 Chelonia Parkway - 130225	\$3,044,473	2002-2005
	BP-2 Offsite Utilities-130224	\$390,241	2002-2003
	SubTotal	\$7,814,342	
Champions Gate CDD Orange County, FL	Champions Gate-139904	\$8,035,023	1999-2001
	SubTotal	\$8,035,023	
Connerton West CDD Pasco County, FL	Connerton Village 1-130409	\$13,357,384	2004-2006
	Connerton Village 2-140602	\$377,325	2006
	SubTotal	\$13,734,709	
FishHawk CDD Hillsborough County, FL	Boyette Road-109670	\$7,110,044	1998-1999
	Fishhawk Ranch West Ph 1-131302	\$5,142,914	2013-2014
	SubTotal	\$12,252,958	
Greenway Improvement Dist Orange County, FL	Master Lift Station 4&8-131203	\$720,210	2012-2013
	SubTotal	\$720,210	
Lake Ashton CDD I Polk County, FL	Lake Ashton Phase 4A-130619	\$544,529	2006-2007
	SubTotal	\$544,529	
Lake Ashton CDD II Polk County, FL	Lake Ashton Atlee-130620	\$1,532,496	2006-2007
	SubTotal	\$1,532,496	
Oakmont Groves CDD Polk County, FL	Oakmont Groves Infrastructure-130504	\$7,386,336	2005-2008
	SubTotal	\$7,386,336	
Reedy Crk Improvement Dist Osceola County, FL	Western Beltway Connection Rd-140344	\$31,905	2003
	SubTotal	\$31,905	
Stoneybrook South CDD Polk County, FL	Bella Cita Blvd / TriCounty Rd 2-131001	\$564,553	2010
	SubTotal	\$564,553	
Twin Creeks N CDD & Dev Assoc St. Johns County, FL	Twin Creeks N Clearing & Grading-131607	\$6,836,543	2016-2018
	SubTotal	\$6,836,543	
Mirada II CDD Pasco County, FL	Mirada Teak Follow S. 7A/7B 8A/8B 8C/8D	\$9,140,299	2021-2023
		\$9,140,299	
	Grand Total	\$68,593,903	

COMMUNITY DEVELOPMENT DISTRICTS CLIENT HISTORY / SIMILAR PROJECTS

SIMILAR PROJECTS

Winter Construction Company Atlanta, GA	Wiregrass Ranch	\$4,804,320	2005
	Wiregrass Ranch Ph 2	\$8,918,675	2007-2009
	SubTotal	\$13,722,995	
Pattillo Construction Atlanta, GA	Southern Oaks - Offsite	\$4,444,894	2021-2022
	Charley Taylor Road Improvements		
	SubTotal	\$4,444,894	
Wellen Park Construction Venice, FL	Wellen Park-BB Living, Village G	\$4,365,728	2022-2023
	West Villages Parkway Improvements		
	SubTotal	\$4,365,728	



REPUTATION OF RESPONDENT

Phillips & Jordan, Inc. (P&J), a Phillips Infrastructure Holdings, Inc. company, is a certified woman-owned, heavy civil and power infrastructure contractor established in 1952. We build, maintain, and modernize resilient critical infrastructure, applying our decades of industry experience to the construction challenges of today. This work spans three primary markets, Heavy Civil Construction (Power Generation, Water Resources, Mining, and Industrial & Commercial), Power (ROW Services, Foundations, Vegetation Management, and Pipeline Services), and Disaster Response, and our Core Values and Priorities--Integrity, Safety, Quality, and Production--guide our daily business practices. P&J is a People First company, and we hold safety above all other initiatives. We believe in a holistic approach to protecting our team, the environment, and our communities, and we carry this commitment with us as we strive to lead infrastructure development through innovation and flawless execution.

Working with P&J means benefiting from our elite workforce, from management to craft, as well as our national reach. Our regional offices are strategically located across the country, and we have two full-service equipment shops to maintain our fleet of 750 heavy and specialized pieces of equipment, as well as national accounts with major equipment vendors to deploy and service equipment wherever the project is. We have built a reputation for taking on some of the most challenging and difficult projects and successfully completing them on, or even ahead of, schedule. We believe that excellent communication, cutting-edge technology, and a skilled workforce yield a quality project, while still placing the highest level of importance on safety for our employees and clients. Our crews are capable of working in a wide range of terrains, from mountains to wetlands, and are very experienced in performing work within environmentally sensitive areas.

People First: Safety Approach: Our safety culture embraces individual accountability at all levels, starting with leadership and extending out to our people and our subcontract employees. It is our duty to prioritize concern for the public and the environment as well as compassion for the communities we are contracted to serve. Our program approach is based on our core values and implemented by personal accountability to our series of policies, procedures, and processes developed from best practices and lessons learned while executing hundreds of projects for government sectors, public utilities, and the commercial sector. As we strive to have an elite safety program, we pride ourselves on exceeding regulatory requirements and having a questioning attitude as we look for ways to continuously improve our program.

National Reach: P&J is a national contractor, registered to do business in all 50 states, that has performed its services in more than 40 states during the past decade on projects related to dam, levee, and reservoir construction; industrial and commercial development; power generation and delivery infrastructure; pipeline construction; landfill construction; and disaster debris management. Headquartered in Knoxville, Tennessee, P&J maintains regional offices in California, Florida, South Carolina, and Colorado.

Elite Workforce: At P&J our greatest resource is our employees, from our operational managers and supervisors with years of experience who keep our crews safe and productive, our crafts who perform the work, to our corporate service teams that manage our fleet, financial and administration, information, and technology systems. We are proud to have many second and third generation employees that have chosen



to build their careers with P&J. We currently employ approximately 1,000 individuals and sufficient bench strength to provide multiple layers of redundancy to a project workforce.

Extensive Fleet: Through our sister company, National Fleet Services (NFS), P&J has access to an extensive fleet of more than 750 heavy and specialized pieces of equipment. This equipment has the latest grade control technology allowing us to move material faster, smarter, and with more accuracy. NFS has two equipment service centers, one in Tennessee and one in Florida, that are manned by a workforce of highly skilled mechanics and service technicians that maintain our equipment, whether in the field or in our shops, which enables our organization to control both costs and availability. P&J also maintains national accounts with major equipment vendors which provides us with the ability to acquire and rent equipment when required efficiently and cost-effectively.

Financial Strength: P&J possesses “best-in-class” financial ratios with respect to liquidity and leverage. We maintain our equity at approximately \$150M, our interest-bearing debt to equity ratio is approximately 35%, and we have in excess of \$90M in working capital. P&J brings an existing working capital line of credit is \$20M with JPMorgan Chase Bank. P&J’s surety (Liberty Mutual Surety) currently has in place an aggregate bonding capacity line in excess of \$1.3B, with an individual contract line exceeding \$500M.

Ethical Conduct Always: We strive to maintain the highest ethical standards and comply with all applicable laws, rules, and regulations. It is our policy that adherence to the utmost ethical standards ensures our continued success, as well as earns and maintains the confidence of our clients and the community in which we work. In order to ensure that P&J operates pursuant to this policy, we have established and enforce a strict Code of Ethical Conduct.

UNDERSTANDING SCOPE OF WORK

Phillips & Jordan (P&J) has a complete understanding of the Scope of Work based upon an extensive review of the site conditions, site visit, plans, and specifications, including jurisdictional requirements of Clay County. Our firm has extensive experience in road building, stormwater and utility pipe installation as well as large-scale excavation and earthmoving.

We are committed to delivering the scope of work within the allotted contract time with the least impact to the environment and adjacent communities.

CONSTRUCTION CONCEPT AND APPROACH

Each segment of the project has been investigated and evaluated individually. As such, construction costs and timetable for completion varies between segments based on the individual characteristics of each independent work area. Our global earthwork approach includes the establishment of temporary creek crossings and internal haul routes which will result in the most efficient movement of excavated fill materials around the site. As construction progresses, our underground utility, drainage and roadbuilding work will include early pretesting activities designed to maintain P&J quality control standards and eliminate the risk of substantial completion delays.

PRE-PLANNING / PRE-CONSTRUCTION

Prior to beginning the project, we will schedule a pre-construction meeting with all key stakeholders. This pre-construction meeting helps the entire project team align along project goals, outcomes, and expectations ensuring a successfully completed project. Additionally, we will address the overall project scope, safety requirements and environmental compliance, quality assurance initiatives, project approach strategies and project milestone dates.

PROJECT START-UP

Prior to any project start-up, we will take the time necessary to understand the complexity of work activities, identify potential safety risks and hazards, and train our employees to mitigate and eliminate these hazards and risks. As a People First company, our day begins and ends with safety, and the well-being of our employees, our partners, and their families is our priority.

We believe that if we make choices based on what's best for our employees' health, safety, and well-being, we make the right choices. Putting our People First starts with safety, and for P&J, this requires a holistic approach, including health and well-being off the job site. From leadership to in-house medical programs to employee engagement, we take a multi-faceted approach to safety because the most critical part of taking care



of our team is understanding the whole story.

Upon award of the contract or letter of intent, we will deliver a detailed project schedule and fast-track the submittal process for expedited material procurement and commitment of subcontractors.

We will work with the District to establish a CCM (Coordinate Control Map) of the project site. This CCM will allow us to perform several critical activities including:

- Contacting Sunshine One Call of Florida for accurate locates of existing utilities
- Preparing a custom SWPPP (Storm Water Pollution Prevention Plan) complying with the NPDES(National Pollutant Discharge Elimination System) permit
- Filing the necessary NOI to use the USEPA/FDEP/District General Permit

SURVEY CONTROL

After verifying the survey control information and establishing the CCM by our Surveying and Engineering Department, we will layout the project limits, each of the Lake locations, and establish the roadway centerline stationing and vertical control.

GPS base stations will strategically be placed throughout the project site for machine and survey control. A topographic survey will be conducted using UAS and verified by ground crews using GPS and traditional field methods and submitted to the District to confirm the design.

CLEARING, GRUBBING AND DISCING

After the erosion control BMP's called for in the SWPPP are installed and accepted, clearing and grubbing will be performed where necessary within the project limits. Grass areas and areas with remaining organics after clearing will be disced to allow for natural decomposition to acceptable organic content levels. Cleared and Grubbed material will be grinded and hauled off.

LAKE EXCAVATION AND FILL PLACEMENT

Lake areas will be cleared and grubbed or disced and then surveyed and staked for excavation. Overburden and striping materials will be removed and stockpiled for topsoil respread in designated green areas as needed.

Structural fill materials will be removed using an excavator and moved to its ultimate fill location using off-road trucks or on-highway trucks as required. If encountered, usable clays or clayey soils may be segregated and tested for use as roadway or building pad stabilization material. Unsuitable soils of any type may be buried in pond bottoms, non-structural green areas, or removed from the site at the direction of the Engineer. Proper compaction of fill material will be achieved using a vibratory roller. Haul roads will be maintained, and fugitive dust controlled throughout the duration of the project.



STORMWATER PIPE AND STRUCTURES

Where possible, stormwater pipe and structures will be installed before placing final fills in the roadway section in an effort to maintain uniform roadway & pipe trench density. No trench blasting is anticipated for the installation of the stormwater piping or structures. Proper location and elevation of the pipe and structures will be achieved using survey control. As-Builts will be collected and analyzed for adherence to the plans and specifications and eventually provided with the close-out package at the end of each segment or phase. Protection of inlets and structures against sediment transport will be identified in the SWPPP and maintained until final acceptance.

UTILITY PIPE AND APPURTENANCES

Utility piping includes Potable Water, Force Main, Reclaim Water Main. All utility piping will be installed in the ROW section at the specified locations. Proper horizontal and vertical placement of pipe and appurtenances will be achieved using survey control. Potential conflicts between utility piping and gravity stormwater piping will be analyzed before installation. Any conflicts between utilities and stormwater requiring the vertical or horizontal movement of pipe will be submitted to the Engineer for adjustment. Fittings will be used for changes in direction, and pipe will be restrained as required by plan and specification. Pressure testing and acceptance testing will be performed pursuant to the project plans & specifications and the jurisdictional standards established by Clay County Utility Authority (CCUA). If conflicts between the plans and specifications and governmental agency specifications are found, the more stringent will apply.

CONCRETE CURB, SIDEWALK AND ASPHALT PAVING

The majority of concrete curb and sidewalk will be installed using a machine that will provide a uniform cross-section and finish. Hand-installed sections will match as close as possible to the fit, finish, and color of the machine-installed concrete. Asphalt Paving will be installed over smooth, FDOT approved crushed concrete base using the latest equipment and methods to provide a uniform and long-lasting wearing surface.

DEWATERING AND TURBIDITY CONTROL

A dewatering and temporary stormwater detention plan will address any necessary dewatering and surface water management during construction. We will identify BMPs in the SWPPP, and measures will be implemented and monitored during construction for effectiveness. Where possible, we will use natural materials (settling basins, berms, embankments, and vegetation) to control potentially sediment-laden waters from reaching natural bodies of water or preserve areas including Bradley Creek. Silt fence and other BMPs will form the last line of defense for control of sediment and turbidity. Turbidity will be monitored periodically to assure compliance with the SWPPP and the plans and specifications. Enhanced site controls and thoughtful construction activity scheduling including the early placement of sod/grassing will also be used to prevent sediment runoff and damage to the site caused by weather.



We are planning to work 6 days per week. 10 Hours per day has been figured.

Earthwork Crew – 1 EA

Supervisor & Pickup	- 1 ea/crew
JD 470 Excavator	- 1 ea/crew
40 Ton Trucks	- 3-4 ea/crew
D6 size Dozers	- 2 ea/crew
Grader for haul rd support	- 1 ea/crew
Water Truck	- 1ea/crew

Pipe Crew – 2 EA

Supervisor & truck	-1 ea/crew
Excavator w/oper	-1 ea/crew
Loader w/oper	-1 ea/crew
Dozer w/oper	-1 ea/crew
Pipe layer	-1 ea/crew
Tailman	-1 ea/crew
Bankman	-1 ea/crew

Subgrade / Base Crew – 1 EA

Supervisor & truck	-1 ea/crew
Roller w/oper	-1 ea/crew
Loader w/oper	-1 ea/crew
Grader w/oper	- 1 ea/ crew
Water Truck w/oper	-1 ea/crew
Laborer	-1 ea/crew

Staff

Site Safety	1 ea (as needed)
VP of Operations	1 ea (as needed)
Project Manager	1 ea (full time)
Project Engineer	1 ea (full time)
Crew Supervisors	(full time)
Mechanics	1 ea (as needed)
Oilers	1 ea (as needed)

PHILLIPS AND JORDAN, INC.
BALANCE SHEET (PNJ)

As of August 31, 2022

	2022 Year-To-Date Actual	2021 Year-To-Date Actual
ASSETS		
CURRENT ASSETS		
CASH AND CASH EQUIVALENTS	15,906,659	25,842,400
ACCOUNTS RECEIVABLE:		
DUE ON CONTRACTS	120,903,904	65,510,038
RETAINAGE ON CONTRACTS	48,849,459	21,719,146
INTERCOMPANY RECEIVABLES	6,311,304	21,400,806
OTHER RECEIVABLES	5,848,158	164,692
ALLOWANCE FOR DOUBTFUL	(254,598)	(15,548)
	181,658,227	108,779,134
UNDERBILLINGS	14,856,713	17,917,484
EMPLOYEE RECEIVABLES	4,555	44,448
CHARGE BACKS	(66,773)	0
OTHER CURRENT ASSETS	3,292,382	8,323,868
TOTAL CURRENT ASSETS	215,651,762	160,707,334
OTHER ASSETS		
NOTES RECEIVABLE	887,579	887,579
INVESTMENT IN SUBSIDIARY	26,179	176,179
OTHER NON-CURRENT ASSETS	75,000	75,000
INTANGIBLES, NET	78,000	96,000
TOTAL OTHER ASSETS	1,066,758	1,234,758
PROPERTY & EQUIPMENT, NET	25,112,138	46,773,655
OPERATING LEASE ROU ASSETS	619,376	0
TOTAL ASSETS	242,450,033	208,715,746

PHILLIPS AND JORDAN, INC.
BALANCE SHEET (PNJ)

As of August 31, 2022

	2022 Year-To-Date Actual	2021 Year-To-Date Actual
LIABILITIES & EQUITY		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE - TRADE	15,423,218	4,065,207
SUBCONTRACTOR PAYABLE DUE ON CONTRACTS	9,733,273	5,997,591
RETAINAGE ON CONTRACTS	7,053,415	4,099,016
	16,786,688	10,096,607
ACCRUED PAYROLL & RELATED	6,807,386	2,769,079
ACCRUED INCENTIVES - ST	7,192,116	7,166,937
OTHER ACCRUED LIABILITIES	3,085,928	998,897
UNCLAIMED PROPERTY	2,003	3,389
TERM DEBT - CURRENT	0	3,811,871
OPERATING LEASE ST OBLIGATIONS	297,221	0
OVERBILLINGS	52,537,518	26,450,294
FEDERAL/STATE TAXES	(212,245)	(218,399)
TOTAL CURRENT LIABILITIES	101,919,832	55,143,882
OTHER LIABILITIES		
ACCRUED INCENTIVES - LT	2,577,198	2,577,198
TERM DEBT - LONG TERM	0	1,596,999
OPERATING LEASE LT OBLIGATIONS	328,113	0
DEFERRED INCOME TAXES	281,900	439,100
DEFERRED COMPENSATION	338,250	179,073
TOTAL OTHER LIABILITIES	3,525,461	4,792,370
TOTAL LIABILITIES	105,445,294	59,936,252
EQUITY		
COMMON STOCK	7,500	7,500
CONTRIBUTED CAPITAL	1,680,744	1,680,744
RETAINED EARNINGS:		
BEGINNING OF YEAR	149,389,487	133,872,000
DIVIDENDS PAID	(35,000,000)	(1,811,447)
CURRENT YEAR EARNINGS	20,927,010	15,030,698
	135,316,496	147,091,251
TOTAL EQUITY	137,004,740	148,779,495
TOTAL LIABILITIES & EQUITY	242,450,033	208,715,746

Report ID: BS

PHILLIPS AND JORDAN, INC.
BALANCE SHEET (PNJ)

BALANCE SHEET

As of August 31, 2022

2022 Year-To-Date Actual	2021 Year-To-Date Actual
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PHILLIPS AND JORDAN, INC.
Consolidated Financial Statements and Supplementary Information
Years Ended December 31, 2021 and 2020



PHILLIPS AND JORDAN, INC.
Consolidated Financial Statements and Supplementary Information
Years Ended December 31, 2021 and 2020

Table of Contents

	<u>Page</u>
Independent Auditors' Report	1
Financial Statements:	
Consolidated Balance Sheets	3
Consolidated Statements of Income	4
Consolidated Statements of Changes in Stockholder's Equity	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	8
Supplementary Information:	
Reconciliation of Gross Profit	20
Schedule of Completed Contracts	21
Schedule of Uncompleted Contracts	23
Schedules of General and Administrative Expenses	26



Independent Auditors' Report

To the Board of Directors
Phillips & Jordan, Inc.
Knoxville, Tennessee

Opinion

We have audited the accompanying consolidated financial statements of Phillips & Jordan, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules on pages 20-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Roderic Moss & Co, PLLC

Knoxville, Tennessee
April 18, 2022

PHILLIPS AND JORDAN, INC.
Consolidated Balance Sheets
December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 48,718,894	\$ 20,716,605
Billings due on contracts, net	93,674,523	70,118,800
Contract assets, current	28,054,974	29,855,742
Amounts due on insurance claims	4,000,000	4,186,917
Amounts due from related parties, due before one year	25,619,273	7,206,709
Inventory, net	488,320	630,728
Other current assets	<u>5,277,551</u>	<u>2,468,659</u>
Total current assets	<u>205,833,535</u>	<u>135,184,160</u>
Property and Equipment, net	<u>23,965,530</u>	<u>49,508,675</u>
Investments and Other Assets		
Contract assets, noncurrent	7,952,771	1,544,043
Amounts due from related parties, due after one year	887,579	18,802,861
Other assets	<u>196,862</u>	<u>210,663</u>
Total investments and other assets	<u>9,037,212</u>	<u>20,557,567</u>
Total assets	<u>\$ 238,836,277</u>	<u>\$ 205,250,402</u>

See notes to consolidated financial statements.

	<u>2021</u>	<u>2020</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities		
Cash management clearing	\$ 1,625,708	\$ 4,464,534
Installment notes payable, due within one year	-	3,811,871
Estimates due to subcontractors	12,544,012	9,910,877
Retainage due to subcontractors	4,763,330	5,888,601
Accounts payable	9,658,657	9,398,418
Other accrued expenses	1,519,231	531,232
Accrued incentives, current	10,740,912	-
Contract liabilities	42,456,680	27,519,433
Salaries and wages payable	<u>1,590,923</u>	<u>1,005,732</u>
Total current liabilities	84,899,453	62,530,698
Installment notes payable, due after one year	-	4,143,166
Deferred state income taxes	281,900	439,100
Accrued incentives, non-current	<u>2,577,198</u>	<u>2,577,198</u>
Total liabilities	<u>87,758,551</u>	<u>69,690,162</u>
Stockholder's Equity		
Common stock, no par value; 50,000 shares authorized: 50,000 shares issued and outstanding including 50 voting shares and 49,950 non-voting shares	7,500	7,500
Additional paid-in capital	1,680,744	1,680,744
Retained earnings	<u>149,389,482</u>	<u>133,871,996</u>
Total stockholder's equity	<u>151,077,726</u>	<u>135,560,240</u>
Total liabilities and stockholder's equity	<u>\$ 238,836,277</u>	<u>\$ 205,250,402</u>

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Income
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Construction Revenues	\$ 437,493,630	\$ 354,111,767
Cost of Construction Revenues		
Subcontractors	116,236,368	95,490,862
Direct labor	101,861,562	89,303,145
Equipment	79,411,175	68,458,639
Materials	52,541,625	42,955,919
Other	<u>13,539,387</u>	<u>22,309,935</u>
Total cost of construction revenues	<u>363,590,117</u>	<u>318,518,500</u>
Gross profit	73,903,513	35,593,267
General and Administrative Expenses	<u>51,286,559</u>	<u>36,686,461</u>
(Loss) income from operations	<u>22,616,954</u>	<u>(1,093,194)</u>
Other (Expense) Income		
Gain on sale of natural resource reserves	-	4,128,305
Interest expense	(196,730)	(403,173)
Miscellaneous income	<u>482,755</u>	<u>355,090</u>
Total other income, net	<u>286,025</u>	<u>4,080,222</u>
Income before state income taxes	<u>22,902,979</u>	<u>2,987,028</u>
State Income Tax Expense (Benefit)		
Current	750,900	381,948
Deferred	<u>(157,200)</u>	<u>(42,600)</u>
Total state income tax expense	<u>593,700</u>	<u>339,348</u>
Net income	<u>\$ 22,309,279</u>	<u>\$ 2,647,680</u>

See notes to consolidated financial statements.

PHILLIPS AND JORDAN, INC.
 Consolidated Statements of Changes in Stockholder's Equity
 Years Ended December 31, 2021 and 2020

	Common Stock		Additional Paid-in Capital	Retained Earnings	Total
	Voting	Non-voting			
Balances at December 31, 2019	\$ 375	\$ 7,125	\$ 1,680,744	\$ 131,907,112	\$ 133,595,356
Net income	-	-	-	2,647,680	2,647,680
Dividends	-	-	-	(682,796)	(682,796)
Balances at December 31, 2020	375	7,125	1,680,744	133,871,996	135,560,240
Net income	-	-	-	22,309,279	22,309,279
Dividends	-	-	-	(6,791,793)	(6,791,793)
Balances at December 31, 2021	<u>\$ 375</u>	<u>\$ 7,125</u>	<u>\$ 1,680,744</u>	<u>\$ 149,389,482</u>	<u>\$ 151,077,726</u>

See notes to consolidated financial statements.

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Cash Flows
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash Flows From Operating Activities		
Cash received from customers	\$ 426,820,104	\$ 401,438,111
Cash paid to suppliers and employees	(403,208,572)	(380,088,655)
Interest paid	(196,730)	(403,173)
State income taxes (paid) refunded	-	(339,348)
Miscellaneous receipts	<u>482,755</u>	<u>355,090</u>
Net cash flows from operating activities	<u>23,897,557</u>	<u>20,962,025</u>
Cash Flows From Investing Activities		
Acquisition of property and equipment	(7,309,388)	(20,284,781)
Proceeds from disposition of equipment	<u>5,446,123</u>	<u>13,048,073</u>
Net cash flows from investing activities	<u>(1,863,265)</u>	<u>(7,236,708)</u>
Cash Flows From Financing Activities		
Proceeds from (payments made on) line of credit, net	-	303,790
Principal payments on installment notes payable	(7,955,037)	(5,435,486)
Reimbursement of amounts paid on behalf of Rhodine Pit, LLC	20,714,827	-
Payment of dividends to stockholders	<u>(6,791,793)</u>	<u>(682,796)</u>
Net cash flows from financing activities	<u>5,967,997</u>	<u>(5,814,492)</u>
Net change in cash and cash equivalents	28,002,289	7,910,825
Cash and cash equivalents at the beginning of the year	<u>20,716,605</u>	<u>12,805,780</u>
Cash and cash equivalents at the end of the year	<u>\$ 48,718,894</u>	<u>\$ 20,716,605</u>
Supplemental disclosure of non-cash investing activities:		
Net book value of property sold to related parties	<u>\$ -</u>	<u>\$ 1,394,893</u>
Conversion of a line of credit to notes payable	<u>\$ -</u>	<u>\$ 1,808,916</u>
Conversion of work in process to property and equipment	<u>\$ 620,608</u>	<u>\$ 1,892,330</u>

See notes to consolidated financial statements.

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Cash Flows (Continued)

	<u>2021</u>	<u>2020</u>
Reconciliation of net income to net cash flows from operating activities		
Net income	\$ 22,309,279	\$ 2,647,680
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation	6,770,267	8,051,217
Gain on disposition of equipment	(78,684)	(2,295,921)
Gain on disposition of natural resource reserves	-	(4,128,305)
Deferred state income tax benefit	(157,200)	(42,600)
Decrease in provision for doubtful accounts	1,760,197	312,789
Decrease (increase) in assets:		
Billings due on contracts, net	(25,315,920)	18,691,589
Contract assets	(4,607,960)	8,616,321
Inventory	142,408	388,131
Amounts due on insurance claims	186,917	4,946,263
Amounts due from related parties	(497,282)	(12,418,866)
Other current assets	(2,795,091)	(569,371)
Increase (decrease) in liabilities:		
Cash management clearing	(2,838,826)	709,322
Estimates and retainage due to subcontractors	1,507,864	(10,258,501)
Accounts payable	260,239	1,034,880
Contract liabilities	14,937,247	11,396,593
Other accrued expenses	<u>12,314,102</u>	<u>(6,119,196)</u>
Net cash flows from operating activities	<u>\$ 23,897,557</u>	<u>\$ 20,962,025</u>

See notes to consolidated financial statements.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements
December 31, 2021 and 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation - The consolidated financial statements of Phillips and Jordan, Inc. include the accounts of Phillips & Jordan, Inc. and the wholly-owned company of Rhodine Pit, LLC (collectively, the "Company"). All significant intercompany transactions and balances have been eliminated. On November 15, 2021, Phillips & Jordan, Inc. distributed Rhodine Pit, LLC to Phillips Infrastructure Holdings, Inc.

Company Activities and Operating Cycle - The Company is a contractor engaged principally in the business of heavy civil construction, right of way infrastructure construction, industrial site preparation, and disaster response throughout the United States of America.

In the ordinary course of business, the Company enters into various types of construction contracts including those with fixed price, unit price, and cost plus based arrangements. Cost plus based contracts may include fixed fee, fixed percentage, guaranteed maximum price and/or cost savings incentive provisions.

The lengths of the construction contracts vary, but are typically less than one year. As of December 31, 2021, the Company did have significant contracts that are long-term in nature. Accordingly, certain contract related assets and liabilities are classified as current while others are classified as noncurrent.

Revenue Recognition from Construction Contracts - The Company reports revenues from construction contracts in accordance with Accounting Standards Update ("ASU") 2014-09, "*Revenue from Contracts with Customers*," (ASC Topic 606"). Under this method, the Company follows the five-step model provided by ASC Topic 606 in order to recognize revenue in the following manner: 1) Identify the contract; 2) Identify the performance obligations of the contract; 3) Determine the transaction price of the contract; 4) Allocate the transaction price to the performance obligations; and 5) Recognize revenue. The Company's revenue recognition policies remained substantially unchanged as a result of the adoption of ASU No. 2014-09, and there were no significant changes in business processes or systems.

Revenues from contracts, including a portion of estimated profit, are recognized as goods or services are provided, based on costs incurred and estimated total contract costs using the cost-to-cost measure of progress method. Under this method, revenue is recognized in relation to the ratio of costs incurred to total estimated costs. This method is used because management considers it the best available measure of progress.

Multiple promises to transfer individual goods or services may exist within a single contract; however, critical integration or interrelated commitment of such goods and services is typically necessary in order to deliver a completed project. As such, management typically considers the Company's contracts to have a single performance obligation.

Contract costs include direct material, equipment, labor, other direct costs, estimated warranty costs, and indirect costs related to contract performance, such as indirect labor, supplies, insurance, equipment repairs, and depreciation.

Changes in job performance, conditions, and estimated profitability, including those arising from contract penalty provisions and final contract settlements, may result in revisions to contract revenues. Certain contracts also include variable consideration provisions, which could also result in adjustments to transaction prices and contract revenues. Estimates for variable consideration are included in transaction pricing only when adjustments are probable, as circumstances evolve, or when uncertainties are resolved.

Adjustments to transaction prices and contract revenues are recognized during the period when realization is assured, and the amount can be reasonably determined. Provisions for estimated losses on uncompleted contracts are made in the period in which the losses are measurable. Because of the inherent uncertainties in estimated costs, it is reasonably possible that the estimates used will change within the near term.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Contracts Assets and Liabilities - Contract assets and liabilities are defined by ASC Topic 606 and generally exist in conjunction with contracts while they are in process. Contract assets and liabilities generally do not represent significant financing tools and include the following components:

- Costs and earnings in excess of billings (“Underbillings”). Underbillings (also referred to as work in process) are assets representing the estimated value of unbilled work for projects with performance obligations recognized over time.
- Billings in excess of revenue recognized (“Overbillings”). Overbillings are liabilities representing billings that the Company is entitled to invoice contract owners (and receive payment for) in advance of completing certain related contract work.
- Retainage due from contract owners. Generally, the Company does not consider retainage withheld from progress billings as unconditional rights to payment until certain contractual milestones or performance obligations are reached (typically substantial completion). Accordingly, retainage withheld is generally considered a component of contract assets or liabilities until the final billing is sent to the customer.

Certain contracts contain components representing both contract assets and contract liabilities. ASC Topic 606 requires aggregation of such assets and liabilities at the contract level, but not at the performance obligation level within individual contracts.

Cash and Cash Equivalents - For purposes of the Consolidated Statements of Cash Flows, the Company considers investments readily convertible into cash without significant loss due to penalties or interest and deposits in banks to be cash and cash equivalents.

Billings Due on Contracts - Billings due on contracts are based on contracted (or estimated) transaction prices and contracted payment terms, and represent unconditional rights to consideration subject only to the passage of time and application approval. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer. The Company has contract terms ranging from 30 to 90 days, balances outstanding past these terms are considered past due; however the Company does not accrue late fees or interest income on past due amounts. Management has established an allowance for doubtful accounts based upon individual credit valuations and circumstances of specific customers. Once collection efforts have been exhausted, such balances will be charged to the allowance.

Insurance Claims - The Company has experienced extreme weather causing delays and rework related to one of the Company’s open contracts. The significance of the weather constituted the need to file an insurance claim held for this type of event. Management elected to track the effects of this claim separate from the job to ensure the tracking goes smoothly, as well as to track the actual costs for productive work on the project. As of December 31, 2021 and 2020 amounts recorded by management on these insurance claims were \$4,000,000 and \$4,186,917, respectively.

Inventory - Inventory is stated at the lower of cost or market and consists primarily of crushed stone and repair parts for sale or to be used by the Company. Management has determined that no inventory obsolescence reserve is required as of December 31, 2021 and 2020.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Property and Equipment - Property and equipment are recorded at cost. The cost of property and equipment is depreciated using either straight-line or accelerated methods and includes salvage values based on historical values of equipment at disposition. Such methods are determined based upon the estimated useful lives and estimated timing of repair costs of the respective assets as follows:

Buildings and improvements	4-40 years
Transportation equipment	3-15 years
Shop equipment	3-5 years
Construction equipment	2-7 years
Office furniture and equipment	1-7 years

When assets are retired or otherwise disposed, the cost and related accumulated depreciation are removed from the account and any resulting gain or loss is recognized in operations for the period.

Income Taxes - The Company has elected to be taxed under Subchapter S of the Internal Revenue Code. Accordingly, items of income and deductions are passed through to the stockholder who is responsible for payment of any federal income taxes thereon.

The Company is not classified as a Subchapter S corporation in certain states; therefore, related state income taxes are incurred at the corporate level. State income taxes are reported in accordance with accounting principles generally accepted in the United States of America which require the establishment of deferred tax accounts for all temporary differences between book and tax basis apportioned to these states. In addition, deferred tax accounts must be adjusted to reflect new rates if enacted into law.

The principal accounting method used by the Company for tax reporting purposes is the cash receipts and disbursements method, which applies to short-term construction contracts (as defined by the Internal Revenue Code). The Company recognizes income from long-term construction contracts on the cost-to-cost measure of progress method and from residential construction contracts on the completed contract method.

Deferred taxes are recognized for differences between the basis of assets and liabilities for financial reporting and income tax purposes. The differences relate principally to differences in methods for the recognition of gross profit on contracts and from differences in methods for reporting depreciation. All deferred tax assets and liabilities are classified as non-current.

The Company periodically evaluates any uncertain tax positions that might exist. Accordingly, a loss contingency is recognized when it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated. The amount recognized is subject to estimates and management judgment with respect to the likely outcome of each uncertain tax position. The amount that is ultimately sustained for an individual uncertain tax position or for all uncertain tax positions in the aggregate could differ from the amount recognized. Although the tax years ending December 31, 2018 through December 31, 2021 remain open for examination by various taxing authorities, it is management's opinion that no significant uncertain tax positions exist at December 31, 2021.

Advertising - The costs of advertising, promotion and marketing programs are charged to operations in the year incurred. Advertising costs as of December 31, 2021 and 2020 were \$123,139 and \$51,416, respectively.

Health Insurance Benefits - The Company employs a self-insurance strategy to provide health insurance benefits to its employees, for the first \$125,000. The Company relies on CIGNA as a third party administrator, and currently maintains a reinsurance policy for claims in excess of \$125,000 with an aggregate \$6,800,000 claim ceiling in a single policy year.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Commercial Insurance - The Company is a member of American Contractor Insurance Group, LTD (hereinafter referred to as "ACIG") which provides for losses related to workers' compensation, general liability, and auto claims. Beyond certain limits, the programs provide that members are jointly and severally liable for unpaid claims in all years that the Company is a member. Based upon the excess insurance coverage provided within ACIG for specific and aggregate losses and the financial condition of ACIG, and its members, management considers any contingent liabilities to be insignificant at December 31, 2021. As a member of ACIG, the Company retains a minority equity interest, which is accounted for using the cost method of accounting. Included in other assets is the initial equity investment of \$75,000.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from the estimates that were used.

Concentrations of Credit Risk - Financial instruments which potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents and accounts receivable. The Company's cash deposits are placed in highly rated financial institutions and are applied to balances outstanding on the line-of-credit on a daily basis.

Cash and cash equivalents are maintained at financial institutions and, at times, balances may exceed federally insured limits. The Company has never experienced any losses related to these balances. As of December 31, 2021, amounts on deposit in excess of federally insured limits as of December 31, 2021 and 2020 approximated \$48,300,000 and \$20,000,000, respectively.

The Company's customer base consists of customers located throughout the United States. The Company performs ongoing credit evaluations of its customers' financial condition, generally perfect lien rights as collateral from its customers, and maintains a reserve for potentially doubtful accounts. Although the Company is directly affected by the well-being of the construction industry, management does not believe significant credit risk exists at December 31, 2021.

Reclassifications - Certain reclassifications have been made to the 2020 balances in order to conform to the 2021 presentation with no effect on the previously reported net income or stockholder's equity.

Date of Management's Review - Management has evaluated events and transactions occurring subsequent to the balance sheet date for items that should potentially be recognized or disclosed in these financial statements. The evaluation was conducted through the date of the auditors' report, which is the date these financial statements were available to be issued.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 2 - BILLINGS DUE ON CONTRACTS

Billings due on contracts represent amounts for performance obligations that have been billed but not yet collected, net of retainage. Billings due on contracts as of December 31, 2021 and 2020 consisted of:

	Outstanding Less Than 90 Days	Outstanding Greater Than 90 Days	2021	2020
Completed contracts	\$ 3,264,931	\$ 1,613,171	\$ 4,878,102	\$ 5,656,975
Uncompleted contracts	88,648,168	377,851	89,026,019	66,451,600
Allowance for doubtful accounts	<u>-</u>	<u>(229,598)</u>	<u>(229,598)</u>	<u>(1,989,775)</u>
Billings due on contracts, net	<u>\$ 91,913,099</u>	<u>\$ 1,761,424</u>	<u>\$ 93,674,523</u>	<u>\$ 70,118,800</u>

As of December 31, 2021, management is negotiating the value of various claims based on work previously performed. Management does not recognize revenue on outstanding claims or change orders in excess of cost until approved. Management does not anticipate that the outcome of the claims will negatively impact net income. Through the date of the independent auditors' report, collection of \$86,871,648 (90%), of billings due on contracts as of December 31, 2021 had been collected.

Activity in the allowance for doubtful accounts for the periods indicated is as follows:

	2021	2020
Allowance for doubtful accounts at the beginning of the year	\$ 1,989,775	\$ 2,302,564
Provision for doubtful accounts	214,049	-
Amounts charged against the allowance	<u>(1,974,226)</u>	<u>(312,789)</u>
Allowance for doubtful accounts at the end of the year	<u>\$ 229,598</u>	<u>\$ 1,989,775</u>

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 3 - UNCOMPLETED CONTRACTS

As explained in Note 1 above, the Company recognizes income from construction contracts on the cost-to-cost measure of progress method. Information concerning uncompleted contracts is as follows:

	<u>2021</u>	<u>2020</u>
Costs incurred	\$ 618,643,715	\$ 444,929,402
Estimated earnings thereon	<u>85,188,074</u>	<u>41,876,596</u>
Contract revenues	<u>\$ 703,831,789</u>	<u>\$ 486,805,998</u>
Billings to date (inclusive of retainage)	<u>\$ 738,697,065</u>	<u>\$ 506,067,423</u>
Components of contract assets and liabilities		
Underbillings	\$ 7,591,405	\$ 8,258,008
Overbillings	(42,456,680)	(27,519,433)
Retainage due from contract owners, completed contracts	819,437	3,005,045
Retainage due from contract owners, uncompleted contracts	25,230,912	20,136,732
Retainage due from related party, uncompleted contracts	<u>2,365,991</u>	<u>-</u>
Net contract (liabilities) assets	<u>\$ (6,448,935)</u>	<u>\$ 3,880,352</u>

Presented in the accompanying consolidated balance sheets as follows:

	<u>2021</u>	<u>2020</u>
Contract assets, current	\$ 28,054,974	\$ 29,855,745
Contract assets, noncurrent	7,952,771	1,544,043
Contract liabilities, current	<u>(42,456,680)</u>	<u>(27,519,433)</u>
Total contract (liabilities) assets	<u>\$ (6,448,935)</u>	<u>\$ 3,880,355</u>

The following is a reconciliation of the Company's backlog, which represents signed contracts in existence at December 31, 2021, and any new contracts signed subsequent to December 31, 2021 through the date of the report .

Balance at December 31, 2020	\$ 429,171,510
New contracts and adjustments	<u>627,276,879</u>
	1,056,448,389
Less contract revenues earned for the year ended December 31, 2021	<u>(437,493,630)</u>
Balance at December 31, 2021	618,954,759
New contracts secured in 2022 prior to issuance of financial statements	<u>314,775,135</u>
Total Backlog	<u>\$ 933,729,894</u>

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 4 - PROPERTY AND EQUIPMENT

At December 31, 2021, property and equipment consisted of:

	Cost	Accumulated Depreciation/ Depletion	Net Book Value
Buildings and improvements	\$ 2,732,115	\$ 801,644	\$ 1,930,471
Construction equipment	44,503,164	33,488,389	11,014,775
Transportation equipment	31,285,056	21,021,870	10,263,186
Shop equipment	939,596	933,369	6,227
Office furniture and equipment	3,144,926	2,408,196	736,730
	<u>82,604,857</u>	<u>58,653,468</u>	<u>23,951,389</u>
Construction in process	14,141	-	14,141
	<u>\$ 82,618,998</u>	<u>\$ 58,653,468</u>	<u>\$ 23,965,530</u>

At December 31, 2020, property and equipment consisted of:

	Cost	Accumulated Depreciation/ Depletion	Net Book Value
Land	\$ 4,511,490	\$ -	\$ 4,511,490
Buildings and improvements	9,266,819	5,268,003	3,998,816
Construction equipment	56,167,405	40,893,379	15,274,026
Transportation equipment	30,312,821	20,330,231	9,982,590
Shop equipment	939,596	923,331	16,265
Office furniture and equipment	3,650,940	2,147,246	1,503,694
	<u>104,849,071</u>	<u>69,562,190</u>	<u>35,286,881</u>
Construction in process	14,221,794	-	14,221,794
	<u>\$ 119,070,865</u>	<u>\$ 69,562,190</u>	<u>\$ 49,508,675</u>

NOTE 5 - RELATED PARTY RECEIVABLES

As of December 31, 2021 and 2020, related party note receivables from Hydrozonix, LLC consisted of \$887,579 and \$887,579, respectively. The Company has not established set payment terms. Although the note bears interest at 5.00%, management has chosen not to recognize interest income until such time the interest is collected. The note is recorded net of amounts previously recognized as related party receivables. The note is set to expire December 31, 2022.

Also, during the course of business certain expenses may be paid on behalf of the Company by its parent company, Phillips Infrastructure Holdings, Inc. Certain other expenses may be paid by the Company on behalf of other related parties, which include, Phillips Infrastructure Holdings, Inc., ROWCON, LLC and National Fleet Services, LLC. Net amounts due from these related parties as of December 31, 2021 and 2020 were \$27,985,266 and \$25,121,991, respectively.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 6 - CASH, CASH MANAGEMENT CLEARING, AND CREDIT FACILITY

At December 31, 2021 and 2020, outstanding checks of \$1,625,708 and \$4,464,534, respectively, had not been presented for payment by the bank and are reflected as "Cash management clearing" on the consolidated balance sheets.

The Company maintains a \$20,000,000 credit facility with a bank which provides for the daily replacement of cash accounts for disbursement clearing requirements. The line of credit bears interest at the 30-day LIBOR rate plus 1.8125% (1.9025% at December 31, 2021), expires December 15, 2022 and is secured by substantially all corporate assets with the exception of real estate. There were no outstanding balances on this line as of December 31, 2021 and 2020. There were no borrowing or repayments during 2021 or 2020.

NOTE 7 - INSTALLMENT NOTES PAYABLE

Installment notes payable at December 31, 2021 and 2020 consisted of:

	2021	2020
Notes payable to various banks due in monthly aggregate payments of \$337,231 of principal and interest rates of 2.88% to 3.88%. Secured by equipment, with maturities through March 2023.	\$ -	\$ 7,955,037
	-	7,955,037
Less installments due within one year	-	3,811,871
	\$ -	\$ 4,143,166

There are no maturities of installment notes payable as of December 31, 2021.

Certain notes payable and a line of credit are governed by a loan agreement that includes covenants which require maintenance of a minimum tangible net worth of \$75,000,000, a total liabilities (excluding lines of credit) to tangible net worth ratio not to exceed 1.5 to 1 (measured quarterly) and a debt service coverage ratio of 1.2 to 1 (measured quarterly). Per managements calculations the Company is in compliance with these covenants at December 31, 2021.

NOTE 8 - LEASE COMMITMENTS

During the normal course of business, the Company enters into various operating leases, both on job sites and for office space, storage facilities, and construction equipment. The Company recorded rent expense related to office space and storage facilities for the years ended December 31, 2021 and 2020 amounting to \$2,255,878 and \$1,491,060, respectively. The Company recorded rent expense on job sites and for construction equipment for the years ended December 31, 2021 and 2020 amounting to \$911,247 and \$2,062,825, respectively.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 8 - LEASE COMMITMENTS - (Continued)

Future minimum lease commitments for office space and storage facilities at December 31, 2021 are as follows:

Office space and Storage Facilities	
2022	\$ 2,244,402
2023	2,029,339
2024	1,926,616
2025	1,926,499
2026	1,986,274
Thereafter	<u>8,019,176</u>
	<u>\$ 18,132,306</u>

Future minimum lease commitments on job sites and for construction equipment at December 31, 2021 are as follows:

2022	<u>\$ 31,900</u>
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NOTE 9 - RELATED PARTY TRANSACTIONS

During the years ended December 31, 2021 and 2020 the Company entered into various activities for certain related parties. Related party activities can be summarized as follows:

	2021	2020
Construction revenues	<u>\$ 25,999,380</u>	<u>\$ 238,876</u>
Subcontractor costs	<u>\$ 615,821</u>	<u>\$ 793,171</u>
Equipment and building rent	<u>\$ 20,463,124</u>	<u>\$ 18,380,141</u>

NOTE 10 - STATE INCOME TAXES

Deferred state income taxes on the consolidated balance sheets include deferred tax liabilities as follows:

	2021	2020
Deferred state income tax (assets) liabilities:		
Gross profit on contracts	\$ (431,600)	\$ 35,500
Accrued incentives	385,200	67,300
Non-qualified deferred compensation plan	(19,800)	(17,500)
Accelerated depreciation methods	<u>348,100</u>	<u>353,800</u>
Net deferred state income tax liabilities	<u>\$ 281,900</u>	<u>\$ 439,100</u>

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 11 - STOCKHOLDER'S INCOME TAXES

As explained in Note 1 above, the Company has elected to be taxed under Subchapter S of the Internal Revenue Code. As an "S Corporation", the Company passes through items of income and deductions to the stockholder each year as earned and pays no corporate federal income tax or state income taxes in states in which the Company is classified as a Subchapter S corporation. For the year ended December 31, 2021, it is anticipated that the Company will pass through federal taxable income to the stockholder of approximately \$28,600,000. No further amounts are anticipated to be distributed by the Company related to pass through federal taxable income. The Company is a member of a consolidated group.

	2021
Estimated taxable income passed through to stockholders	\$ 28,600,000
Effective tax rate, net of qualified business income adjustment	29.6 %
	\$ 8,465,600

Although not accrued in the accompanying financial statements, deferred federal tax items passed through to the stockholder at December 31, 2021 and 2020 are summarized as follows:

	2021	2020
Gross profit on contracts	\$ (14,922,287)	\$ 1,358,735
Accrued incentives	13,318,110	2,577,198
Non-qualified deferred compensation plan	(684,251)	(662,816)
Deferred state income taxes	(281,900)	(439,100)
Differences in methods for depreciation	12,033,577	13,542,083
	\$ 9,463,249	\$ 16,376,100

NOTE 12 - EMPLOYEE BENEFIT PLANS

The Company has a 401(k) retirement and savings plan (the "Plan") covering substantially all employees. Employees may defer up to 90 percent of their compensation. The Company may make a matching contribution on behalf of each participant in an amount determined by the Company on an annual basis. The matching contribution is based on either a specific dollar amount or limited to an amount deferred as a percentage of compensation by the participant as determined by the Company. Employees vest in Company contributions over a period of five years. Contributions to the Plan for the year ended December 31, 2021 and 2020 were \$1,907,966 and \$1,764,703, respectively.

The Company has a VEBA trust through which employee health insurance claims are funded. The Company makes periodic payments to the trust, comprised of both employee and employer funds, which amounted to \$7,496,656 and \$7,261,555 during 2021 and 2020, respectively. As of December 31, 2021 and 2020, assets held in the VEBA trust amounted to \$842,657 and \$542,153, respectively.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 13 - CONTINGENCIES AND LITIGATION

In the normal course of business, the Company is also subject to various claims and litigation arising out of other contract claims, disputes, and indemnification agreements. Litigation is subject to many uncertainties, the outcome of individual litigated matters is not predictable with assurance, and it is reasonably possible that certain legal actions and claims could be decided as unfavorable to the Company. Although the amount of ultimate liabilities with respect to such aforementioned matters cannot be ascertained, management, after providing for certain known claims, believes that any resulting liability should not materially affect the financial position of the Company.

During March 2013, the Company issued a guarantee for a loan on a multi dwelling unit residential development for which the stockholder is a major investor. As of December 31, 2021, the total guarantee was approximately \$10,363,000. As of April 1, 2022, approximately \$8,216,000 was drawn on the loan. Although the loan is collateralized by real estate, an additional investor has also issued a similar joint and several guarantee should the development become unable to meet its obligations under the related debt instrument. The Company could potentially be liable for a portion or the entire obligation. There is an agreement between the guarantors that in the event of a default, if either guarantor cannot fund their required portion of the obligation, a collateralized loan between the funding guarantor and the non-funding guarantor will be created.

On March 11, 2020, the World Health Organization designated COVID-19 a world health pandemic. Our existing contingency and disaster preparedness plans give management the tools necessary to guide the company through such circumstances. We have evaluated the short-term and long-term impacts of this pandemic on the Company, the outcome of which is not predictable with assurance, and it is possible that the Company could be affected negatively by these circumstances. Although the ultimate financial impact of this pandemic cannot be ascertained, through a thorough evaluation of contracts in place, our customer base, and our overhead projections, management believes that any resulting financial impact should not materially affect the financial position of the Company as of December 31, 2021.

NOTE 14 - CARES ACT

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security ("CARES") Act. The CARES Act, among other things, includes provisions relating to refundable payroll tax credits, deferment of employer side social security payments, net operating loss carryback periods, alternative minimum tax credit refunds, modifications to the net interest deduction limitations, increased limitations on qualified charitable contributions, and technical corrections to tax depreciation methods for qualified improvement property. The Company is currently evaluating how these provisions for the CARES Act will impact its financial position, results of operations, and cash flows.

NOTE 15 - BUSINESS CONCENTRATIONS

Approximately 44% of the Company's cash receipts were made up of three customers as of December 31, 2021. Approximately 27% of the Company's cash receipts were made up of two customers as of December 31, 2020.

PHILLIPS AND JORDAN, INC.
Notes to Consolidated Financial Statements (Continued)

NOTE 16 - RECENT ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU 2016-02, Leases (Subtopic 842) (“ASU 2016-02”). ASU 2016-02 provides revised guidance for lease accounting and related disclosure requirements, including a requirement for lessees to recognize lease assets and lease liabilities for certain operating leases. All leases with lease terms greater than one year are subject to ASU 2016-02, including leases in place as of the adoption date. Under the previous guidance, lessees were not required to recognize assets and liabilities for operating leases on the balance sheet. ASU 2016-02 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2021, with early adoption permitted. The Company is currently evaluating the potential effect of this ASU on its consolidated financial statements, including the potential amount of incremental lease assets and liabilities that are expected to be recognized upon adoption.

NOTE 17 - SUBSEQUENT EVENTS

In March 2022, management formed a resolution to declare and pay a dividend to Phillips Infrastructure Holding, Inc. in the amount of \$30,000,000. Phillips Infrastructure then made a contribution to National Fleet Services, LLC of the same amount of which the majority of the proceeds were used to pay off a related party payable due to Phillips & Jordan. As a result of this resolution, all amounts owed to related parties have been recognized as current.



SUPPLEMENTARY INFORMATION



PHILLIPS AND JORDAN, INC.
 Reconciliation of Gross Profit
 Year Ended December 31, 2021

	<u>Construction Revenue</u>	<u>Direct Cost</u>	<u>Gross Profit to Date</u>	<u>Current Year Gross Profit</u>
Completed Contracts at December 31, 2021	\$ 231,198,143	\$ 200,835,480	\$ 30,362,663	\$ 7,511,121
Uncompleted Contracts at December 31, 2021	703,831,789	618,643,715	85,188,074	65,283,764
Equipment Fleet Standard Cost Variance	-	(1,029,944)	1,029,944	1,029,944
Gain on Sale of Equipment	<u>-</u>	<u>(78,684)</u>	<u>78,684</u>	<u>78,684</u>
	935,029,932	818,370,567	116,659,365	73,903,513
Less Uncompleted Contracts at December 31, 2020	<u>497,536,302</u>	<u>454,780,450</u>	<u>42,755,852</u>	<u>-</u>
Statements of Income at December 31, 2021	<u>\$ 437,493,630</u>	<u>\$ 363,590,117</u>	<u>\$ 73,903,513</u>	<u>\$ 73,903,513</u>

See independent auditors' report.

PHILLIPS AND JORDAN, INC.
Schedule of Completed Contracts
December 31, 2021

<u>Contract Number</u>	<u>Contract Description</u>	<u>Contract Amount</u>	<u>Direct Cost</u>	<u>Gross Profit or (Loss)</u>	<u>Gross Profit or (Loss) Percentage</u>	<u>Current Year Gross Profit or (Loss)</u>
421806	SHF LANDFILL STAGE 1 CONS Kentucky	\$ 44,894,568	\$ 48,193,638	\$ (3,299,070)	-7.3%	\$ (799,070)
3220001	FPL 500KV REBUILD PH H1 Florida	24,831,811	18,689,822	6,141,989	24.7%	644,951
131601	NAVY FED CREDIT UNION PH2 Florida	20,471,048	17,840,076	2,630,972	12.9%	3,638
131902	MAGNOLIA PUD PHASE 2 South Carolina	19,390,060	14,858,618	4,531,442	23.4%	72,787
4121001	RISNW21090-WEATHER EVENT Virginia	15,936,421	12,727,398	3,209,023	20.1%	3,209,023
3920005	PG&E EVM WOOD MANAGEMENT California	8,637,104	6,466,841	2,170,263	25.1%	186,460
3120100	AEP-VEGETATION MGMT Various States	8,389,054	8,198,138	190,916	2.3%	(294,495)
421912	BRF PWBI/SPILLWAY PROJECT Tennessee	7,604,354	6,340,937	1,263,417	16.6%	(31,023)
131819	BLUE ORIGIN TCAT SCF ESW Florida	6,597,487	4,318,803	2,278,684	34.5%	741,319
2820002	SKELETON CREEK TLINE Oklahoma	6,500,988	4,730,300	1,770,688	27.2%	307,709
2920010	FPL GACO SANFORD ROW PREP Florida	5,248,212	4,661,114	587,098	11.2%	(366,056)
3119002	NLRP A3 HOSE-WESCI&2 69KV Pennsylvania	5,227,824	7,559,153	(2,331,329)	-44.6%	(1,011,751)
3119113	AEP-VEGETATION MGMT Ohio	4,695,112	3,985,027	710,085	15.1%	254,286
132002	BERTH 214 UPLAND IMP PH 2 Florida	4,275,883	3,444,042	831,841	19.5%	332,157
2818001	AEP CHILDRESS TO QUANAH Texas	4,041,503	1,889,952	2,151,551	53.2%	71,438
3119001	BAILEYSVILLE - BOLT 46KV West Virginia	3,827,976	2,077,911	1,750,065	45.7%	638,464
132005	SOUTH FT MEAD ER MI PH1&2 Florida	3,401,918	2,560,815	841,103	24.7%	448,103

See independent auditors' report.

PHILLIPS AND JORDAN, INC.
Schedule of Completed Contracts (Continued)

Contract Number	Contract Description	Contract Amount	Direct Cost	Gross Profit or (Loss)	Gross Profit or (Loss) Percentage	Current Year Gross Profit or (Loss)
3119006	AEP LAYLAND-MCCLUNG 69KV West Virginia	2,883,937	2,381,300	502,637	17.4%	437,116
3118011	AEP VALLEY AREA IMPRVMENTS Michigan	2,622,430	2,416,348	206,082	7.9%	(12,159)
	Miscellaneous contracts Less than \$2,500,000	<u>31,720,453</u>	<u>27,495,247</u>	<u>4,225,206</u>	13.3%	<u>2,678,224</u>
		<u>\$ 231,198,143</u>	<u>\$ 200,835,480</u>	<u>\$ 30,362,663</u>	13.1%	<u>\$ 7,511,121</u>

See independent auditors' report.

PHILLIPS AND JORDAN, INC.
Schedule of Uncompleted Contracts
December 31, 2021

Contract Number	Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit or (Loss)	Estimated Gross Profit Percentage	Percentage Complete	Revenue to Date	Cost to Date	Gross Profit (Loss) to Date	Billings to Date	Undebitings (Overbillings)	Retainage Receivable	Net Contract Assets (Liabilities)	Estimated Cost to Complete
452102	EAA A-2 STORMWATER TREATM Florida	\$ 176,670,083	\$ 153,702,972	\$ 22,967,111	13.0%	14.98%	\$ 26,465,178	\$ 23,018,146	\$ 3,447,032	\$ 40,793,115	\$ (14,327,937)	\$ 2,039,656	\$ (12,288,281)	\$ 130,684,826
451801	LOWER BOIS D'ARC DAM/DINTA Texas	114,965,055	119,000,000	(4,034,945)	-3.5%	99.22%	114,032,833	118,067,778	(4,034,945)	113,598,897	433,936	5,794,325	6,228,261	932,222
2819101	AEP-NORTH REGION KARBER Various States	96,111,475	70,544,822	25,566,653	26.6%	99.98%	96,111,475	70,594,194	25,577,281	96,111,475	-	-	-	11,628
451904	GORGAS APC DREDGING Alabama	94,075,239	78,082,448	15,992,791	17.0%	17.92%	16,858,283	13,991,821	2,866,462	27,160,429	(10,302,146)	2,716,043	(7,586,103)	64,090,627
452015*	C-51 RESERVOIR - PHASE I Florida	93,911,139	81,661,860	12,249,279	13.0%	14.48%	13,598,333	11,824,124	1,774,209	17,205,871	(3,607,538)	2,244,244	(1,363,294)	69,837,736
452107	CEPP CONTRACT 10A Florida	79,764,500	67,797,198	11,967,302	15.0%	0.09%	71,788	59,784	12,004	-	71,788	-	71,788	67,737,414
2920018	N FLORIDA RESILIENCY CONN Florida	65,824,790	49,368,593	16,456,197	25.0%	81.78%	53,831,513	40,374,506	13,457,007	52,635,624	1,195,889	-	1,195,889	8,994,087
452005	JSLA MINING California	58,477,577	36,080,665	22,396,912	38.3%	41.09%	24,017,952	14,825,413	9,192,539	24,017,952	-	-	-	21,255,252
131913	WC1 CLAY SETTLING AREA PH I Florida	53,000,364	66,750,364	(13,750,000)	-25.9%	99.76%	52,838,321	66,588,321	(13,750,000)	52,949,639	(111,318)	-	(111,318)	162,043
3220009	FPL 500KV PHASE M Florida	46,144,772	39,153,839	6,990,933	15.2%	44.22%	20,405,218	17,314,012	3,091,206	22,253,886	(1,848,668)	2,225,389	376,721	21,839,827
451702	NORTH FORK SPILLWAY/EMBAN North Carolina	38,601,435	37,256,292	1,345,143	3.5%	99.95%	38,582,134	37,239,500	1,342,634	38,601,435	(19,301)	(10,000)	(29,301)	16,792
131822	FLAMINGO CROSSING MASTER Florida	37,944,342	33,770,464	4,173,878	11.0%	94.79%	35,967,441	32,011,434	3,956,007	36,889,739	(922,298)	1,477,614	555,316	1,759,030
2819102	AEP-EAST REGION BRADBURN Various States	36,863,565	27,903,719	8,957,846	24.3%	89.18%	32,884,623	24,886,004	7,998,619	32,884,623	-	-	-	3,018,715
3220008	FPL 500KV PHASE L Florida	25,911,663	21,934,223	3,977,440	15.3%	37.40%	9,690,962	8,204,305	1,486,657	10,457,523	(766,561)	995,752	229,191	13,729,918
3118002	CABIN CREEK-CANNONSBURG West Virginia	23,292,864	14,208,647	9,084,217	39.0%	99.19%	23,104,191	14,093,884	9,010,307	23,175,770	(71,579)	215,000	143,421	114,763
3118005	SKIN FORK AREA UPGRADES West Virginia	21,102,501	15,865,193	5,237,308	24.8%	99.43%	20,982,217	15,774,416	5,207,801	20,344,698	637,519	1,864,241	2,501,760	90,777
132110	AMAZON PBI3 NON-SORT #1 Florida	18,100,025	15,381,272	2,718,753	15.0%	45.60%	8,253,612	7,014,366	1,239,246	8,288,817	(35,205)	707,337	672,132	8,366,906
132102	HURLBURT SOF&WEAPON HANG Florida	17,106,736	14,882,860	2,223,876	13.0%	17.45%	2,985,125	2,597,603	387,522	2,845,283	139,842	-	139,842	12,285,257
2819100	AEP-PROGRAM MGT/SUPPORT Ohio	13,670,285	14,572,524	(902,239)	-6.6%	96.53%	13,200,968	14,067,381	(866,413)	13,200,968	-	-	-	505,143

PHILLIPS JORDAN, INC.
Schedule of Uncompleted Contracts (Continued)

Contract Number	Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit or (Loss)	Estimated Gross Profit Percentage	Percentage Complete	Revenue to Date	Cost to Date	Gross Profit (Loss) to Date	Billings to Date	Undebillings (Overbillings)	Retainage Receivable	Net Contract Assets (Liabilities)	Estimated Cost to Complete
2821002	MADISON SOLAR Virginia	13,614,222	11,572,089	2,042,133	15.0%	40.09%	5,457,942	4,639,419	818,523	5,807,010	(349,068)	580,701	231,633	6,932,670
132112	MOSAIC CLAY SET AREA O-1B Florida	12,880,000	10,716,160	2,163,840	16.8%	12.08%	1,555,627	1,294,023	261,604	1,555,627	-	-	-	9,422,137
452101	LYMAN LAKE GMP 2 South Carolina	11,740,035	10,208,726	1,531,309	13.0%	50.41%	5,918,152	5,145,713	772,439	5,810,872	107,280	581,088	688,368	5,063,013
132113	MIRADA 7A/7B 8A/8B 8C/8D Florida	11,360,935	9,884,014	1,476,921	13.0%	4.52%	513,514	446,777	66,737	658,265	(144,751)	32,913	(111,838)	9,437,237
132011	SOUTHERN OAKS BUSINESS PK Florida	10,881,737	8,910,269	1,971,468	18.1%	50.72%	5,519,217	4,519,169	1,000,048	5,839,014	(319,797)	583,901	254,104	4,391,100
2921014	FPL PHASE B Florida	10,792,972	9,174,026	1,618,946	15.0%	61.68%	6,657,105	5,658,374	998,731	9,649,743	(2,992,638)	859,149	(2,133,489)	3,515,652
2921010	FPL 500KV PHASE F Florida	10,203,509	8,366,877	1,836,632	18.0%	14.98%	1,528,485	1,253,055	275,430	2,133,287	(604,802)	213,329	(391,473)	7,113,822
132107	CREEKSIDE ONSITE & SEWER Florida	9,905,189	8,280,740	1,624,449	16.4%	40.30%	3,991,791	3,337,233	654,558	3,431,951	559,840	322,283	882,123	4,943,507
2921009	FPL 500KV PHASE E Florida	7,728,549	6,337,410	1,391,139	18.0%	9.71%	750,442	615,413	135,029	971,333	(220,891)	97,133	(123,758)	5,721,997
2921011	FPL 500KV PHASE C Florida	7,677,344	6,294,422	1,381,922	18.0%	13.23%	1,015,712	832,724	182,988	2,180,028	(1,164,316)	218,003	(946,313)	5,462,698
452108	CASTLE MTN MINE PAD 1B California	7,561,377	6,319,379	1,241,998	16.4%	19.14%	1,447,248	1,209,718	237,530	2,896,303	(1,449,055)	-	(1,449,055)	5,109,661
2921020	FPL PHASE K 500KV Florida	7,096,198	5,818,882	1,277,316	18.0%	65.24%	4,629,559	3,796,363	833,196	5,414,555	(784,996)	541,456	(243,540)	2,022,519
452009	PLANT YATES PHASE II Georgia	6,001,012	5,491,730	509,282	8.5%	68.61%	4,117,294	3,767,791	349,503	4,232,901	(115,607)	423,290	307,683	1,723,939
452013	GAF GUN RANGE REMEDIATION Tennessee	5,247,450	5,671,602	(424,152)	-8.1%	98.89%	5,189,203	5,608,818	(419,615)	4,831,961	357,242	241,598	598,840	62,784
3119009	AEP BRUES-GLENDALE ACCESS West Virginia	5,028,712	3,152,539	1,876,173	37.3%	98.02%	4,929,144	3,090,005	1,839,139	5,028,712	(99,568)	188,297	88,729	62,534
132114	COLLIER BEACH RENOURISH Florida	4,987,323	4,488,591	498,732	10.0%	59.28%	2,956,486	2,660,967	295,519	3,078,981	(122,495)	153,949	31,454	1,827,624
452103	PLANT WANSLEY SITE WORK Georgia	4,673,933	4,072,842	601,091	12.9%	99.88%	4,668,324	4,067,787	600,537	4,613,933	54,391	456,688	511,079	5,055
452004	LYMAN LAKE SPILLWAY REPAIR South Carolina	4,582,578	3,515,384	1,067,194	23.3%	79.89%	3,661,022	2,808,460	852,562	3,717,411	(56,389)	371,741	315,352	706,924
132104	LEGACY TRAIL MASTER Florida	4,529,429	3,850,017	679,412	15.0%	33.52%	1,518,264	1,290,450	227,814	1,926,345	(408,081)	192,635	(215,446)	2,559,567
3221007	FPL - PHASE A FDNS Florida	4,519,630	3,828,127	691,503	15.3%	32.28%	1,458,938	1,235,650	223,288	1,654,719	(195,781)	165,472	(30,309)	2,592,477
452007	WATER TREATMENT EXTENSION Georgia	3,821,465	3,368,628	452,837	11.8%	100.00%	3,821,465	3,368,628	452,837	3,821,465	-	-	-	-
132008	BLUE ORIGIN BLDG G (2CAT) Florida	3,469,509	2,255,181	1,214,328	35.0%	61.80%	2,144,156	1,393,653	750,503	3,104,959	(960,803)	310,496	(650,307)	861,528
2921018	FPL BOBWHITE - HOWARD Florida	2,647,523	2,065,068	582,455	22.0%	57.90%	1,552,916	1,195,624	337,292	1,258,847	214,069	-	274,069	869,444

See independent auditors' report.

PHILLIPS AND JORDAN, INC.
Schedule of Uncompleted Contracts (Continued)

Contract Number	Contract Description	Contract Amount	Estimated Cost	Estimated Gross Profit or (Loss)	Estimated Gross Profit Percentage	Percentage Complete	Revenue to Date	Cost to Date	Gross Profit (Loss) to Date	Billing to Date	Underbillings (Overbillings)	Retainage Receivable	Net Contract Assets (Liabilities)	Estimated Cost to Complete
3120001	AEP RAVENSWOOD 69KV West Virginia	2,597,375	2,738,622	(141,247)	-5.4%	100.00%	2,597,375	2,738,622	(141,247)	1,907,375	690,000	93,369	785,369	-
2921021	FPL JOHNSON - RINGLING Florida	2,544,411	2,162,749	381,662	15.0%	0.25%	7,379	6,314	1,065	-	7,379	-	7,379	2,156,435
131807	ERCOT CANAL MOD BP 3 I Florida	2,538,090	1,890,877	647,213	25.5%	99.58%	2,527,430	1,883,005	644,425	2,538,090	(10,660)	248,421	237,761	7,872
	Miscellaneous Contracts Less than \$2,500,000	32,617,632	28,919,393	3,698,239	11.3%	63.26%	19,835,432	18,292,968	1,542,464	17,217,634	2,617,799	449,390	3,067,189	10,626,425
		\$ 1,322,786,549	\$ 1,137,276,299	\$ 185,510,250			\$ 703,831,789	\$ 618,643,715	\$ 85,188,074	\$ 738,697,065	\$ (34,865,275)	\$ 27,596,903	\$ (7,268,372)	\$ 518,632,584
										Retainage due from contract owners, completed contracts			819,437	
													Net contract assets	\$ (6,448,935)

* denotes related party contract

Assets	Liabilities
Current	Current
Noncurrent	Noncurrent
Total	Total

\$ 7,591,405	\$ 19,644,132
\$ -	\$ 7,952,771
\$ (42,456,680)	\$ (42,456,680)
\$ (34,865,275)	\$ 27,596,903
	\$ (7,268,372)

PHILLIPS AND JORDAN, INC.
Schedules of General and Administrative Expenses
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Salaries and wages	\$ 26,957,410	\$ 12,269,451
Management fee	8,700,000	7,200,000
Payroll taxes and insurance	3,077,396	2,644,222
Depreciation	2,390,828	1,574,800
Professional and consulting	1,984,685	3,495,088
IT expense	1,983,506	1,487,862
Travel, meals and entertainment	1,734,240	1,730,846
Rent	1,693,087	1,451,442
Safety expenses	1,239,604	1,245,628
Aircraft expenses	1,209,275	813,899
Communication expenses	912,506	691,194
Miscellaneous expenses	910,186	645,143
Auto expenses	603,330	515,668
Training and education	392,472	148,143
Recruiting	370,259	124,092
Taxes, licenses, and fees	252,798	770,434
Dues and subscriptions	201,188	245,015
Utilities	155,935	184,878
Repairs and maintenance	143,082	305,569
Office supplies and postage	139,840	198,613
Advertising and marketing	123,139	51,416
Overhead allocated to indirect costs	(1,455,717)	(1,216,780)
Bad debt (recovery) expense, net	<u>(2,432,490)</u>	<u>109,838</u>
	<u>\$ 51,286,559</u>	<u>\$ 36,686,461</u>

See independent auditors' report.



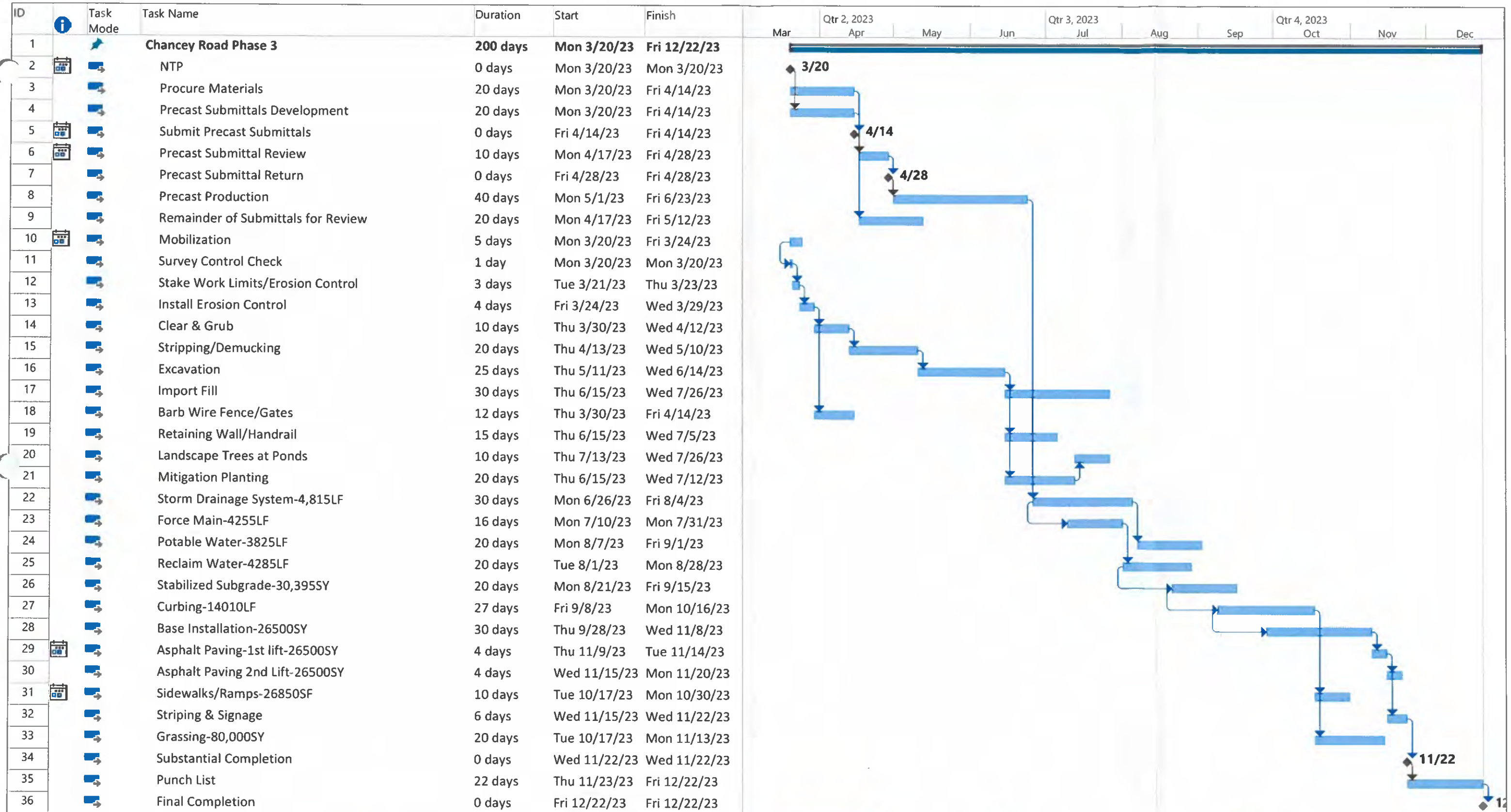
February 20, 2023

DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
STORM SYSTEM	1.00	LS		\$1,330,009.48
18" RCP	1,165.00	LF	\$112.75	\$131,353.75
24" RCP	1,630.00	LF	\$144.41	\$235,388.30
30" RCP	790.00	LF	\$198.74	\$157,004.60
36" RCP	570.00	LF	\$248.23	\$141,491.10
42" RCP	90.00	LF	\$341.01	\$30,690.90
48" RCP	570.00	LF	\$370.57	\$211,224.90
24" FES SGL	3.00	EA	\$4,670.38	\$14,011.14
42" FES SGL	1.00	EA	\$8,582.70	\$8,582.70
TYPE P5 CURB INLET	14.00	EA	\$13,736.11	\$192,305.54
TYPE J5 CURB INLET	1.00	EA	\$13,853.60	\$13,853.60
TYPE P6 CURB INLET	8.00	EA	\$14,982.22	\$119,857.76
TYPE J6 CURB INLET	2.00	EA	\$16,841.86	\$33,683.72
CONTROL STRUCTURE	2.00	EA	\$14,862.73	\$29,725.46
CONNECT STRUCTURE TO EX. RCP	1.00	EA	\$2,467.21	\$2,467.21
RUBBLE RIP RAP	660.00	SF	\$12.68	\$8,368.80
FORCE MAIN	1.00	LS		\$340,247.63
24" X 8" TAPPING SLEEVE & VALVE	1.00	EA	\$15,045.38	\$15,045.38
8" PVC FORCE MAIN	3,705.00	LF	\$52.67	\$195,142.35
6" PVC FORCE MAIN	690.00	LF	\$41.38	\$28,552.20
8" GATE VALVE W/BOX	6.00	EA	\$2,784.30	\$16,705.80
6" GATE VALVE W/BOX	9.00	EA	\$1,871.07	\$16,839.63
8" X 6" TEE	3.00	EA	\$1,343.93	\$4,031.79
8" X 6" CROSS	1.00	EA	\$1,568.89	\$1,568.89
8" 45 DEG BEND	2.00	EA	\$1,080.37	\$2,160.74
8" 11 1/4 DEG BEND	3.00	EA	\$1,050.99	\$3,152.97
8" X 2" CAP WBO	1.00	EA	\$1,541.59	\$1,541.59
6" 45 DEG BEND	28.00	EA	\$791.60	\$22,164.80
6" X 2" CAP WBO	5.00	EA	\$978.37	\$4,891.85
AIR RELEASE VALVE (ABOVE GROUND)	2.00	EA	\$7,401.32	\$14,802.64
REMOVE AND REPLACE SIDEWALK	1,000.00	SF	\$12.54	\$12,540.00
SOD RESTORATION	300.00	SY	\$3.69	\$1,107.00
WATER MAIN	1.00	LS		\$596,778.61
36" PVC WATER MAIN	5.00	LF	\$2,144.93	\$10,724.65
24" PVC WATER MAIN	20.00	LF	\$310.84	\$6,216.80

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12" PVC WATER MAIN	3,805.00	LF	\$97.18	\$369,769.90
12" GATE VALVE W/BOX	12.00	EA	\$5,093.54	\$61,122.48
36" X 24" REDUCER	1.00	EA	\$8,204.66	\$8,204.66
24" X 12" REDUCER	1.00	EA	\$3,334.19	\$3,334.19
12" X 12" TEE	3.00	EA	\$1,666.44	\$4,999.32
12" X 12" CROSS	1.00	EA	\$2,385.77	\$2,385.77
12" 45 DEG BEND	10.00	EA	\$1,102.44	\$11,024.40
12" X 2" CAP WBO	6.00	EA	\$1,403.08	\$8,418.48
FIRE HYDRANT	7.00	EA	\$9,052.25	\$63,365.75
AIR RELEASE VALVE (ABOVE GROUND)	3.00	EA	\$10,354.43	\$31,063.29
SAMPLE POINTS	7.00	EA	\$1,442.09	\$10,094.63
TEMPORARY JUMPERS	1.00	EA	\$6,054.29	\$6,054.29
RECLAIM MAIN	1.00	LS		\$753,532.91
16" PVC REUSE WATER MAIN	3,630.00	LF	\$140.26	\$509,143.80
12" PVC REUSE WATER MAIN	655.00	LF	\$105.52	\$69,115.60
16" GATE VALVE W/BOX	6.00	EA	\$7,965.68	\$47,794.08
12" GATE VALVE W/BOX	9.00	EA	\$5,129.69	\$46,167.21
16" X 12" CROSS	1.00	EA	\$4,411.83	\$4,411.83
16" X 12" TEE	3.00	EA	\$3,318.61	\$9,955.83
16" 45 DEG BEND	6.00	EA	\$2,340.61	\$14,043.66
16" X 2" CAP WBO	1.00	EA	\$2,725.77	\$2,725.77
16" MJ SLEEVE	1.00	EA	\$2,205.27	\$2,205.27
12" 45 DEG BEND	24.00	EA	\$1,095.96	\$26,303.04
12" X 2" CAP WBO	5.00	EA	\$1,403.08	\$7,015.40
AIR RELEASE VALVE (ABOVE GROUND)	2.00	EA	\$7,325.71	\$14,651.42
SLEEVES	1.00	LS		\$188,784.00
2" SCH. 40 PVC SLEEVE	4,320.00	LF	\$15.07	\$65,102.40
4" SCH. 40 PVC SLEEVE	2,160.00	LF	\$23.15	\$50,004.00
6" SCH. 40 PVC SLEEVE	2,160.00	LF	\$34.11	\$73,677.60
EARTHWORK/GEN COND	1.00	LS		\$3,963,215.72
P & P BONDS	1.00	LS	\$53,103.96	\$53,103.96
CONSTRUCTION ENTRANCE	2.00	EA	\$21,701.62	\$43,403.24
MOBILIZATION	1.00	LS	\$94,509.40	\$94,509.40
LAYOUT/ STAKING	1.00	LS	\$93,195.14	\$93,195.14
SILT FENCE	12,435.00	LF	\$2.65	\$32,952.75
FLOATING TURBIDITY	1,930.00	LF	\$14.75	\$28,467.50
CLEAR & GRUB (BURN)	1.00	LS	\$90,599.72	\$90,599.72
STRIP SITE 6"	15,307.00	CY	\$4.10	\$62,758.70
MUCK EXCAVATION & HAUL OFF/ UTILIZE IN MITIGATION AREA M17-3	21,711.00	CY	\$14.13	\$306,776.43
EXCAVATION	59,508.00	CY	\$6.55	\$389,777.40
IMPORT FILL	65,497.00	CY	\$25.38	\$1,662,313.86
GRADING	1.00	LS	\$101,775.13	\$101,775.13
CONSTRUCT SWALE	1,000.00	LF	\$20.95	\$20,950.00
SOD ROW, 4:1 SLOPES, SWALES (BAHIA)	49,750.00	SY	\$3.69	\$183,577.50
SEED & MULCH @ MASS GRADING AREA	30,550.00	SY	\$0.37	\$11,303.50
BARB WIRE FENCE	13,540.00	LF	\$5.28	\$71,491.20
METAL SWING GATES	9.00	EA	\$1,261.18	\$11,350.62
DEMO BARB WIRE FENCE	1.00	LS	\$13,036.35	\$13,036.35

RETAINING WALL W/ HANDRAIL	192.00	LF	\$1,626.16	\$312,222.72
LANDSCAPING TREES & MITIGATION PLANTINGS	1.00	LS	\$379,650.60	\$379,650.60
PAVING/CURB/SIDEWALK	1.00	LS		\$2,331,987.03
1" TYPE FC 9.5 ASPHALT	26,500.00	SY	\$11.95	\$316,675.00
2" TYPE SP 12.5 ASPHALT	26,500.00	SY	\$18.19	\$482,035.00
10" CRUSHED CONC BASE	26,500.00	SY	\$26.69	\$707,285.00
12" STABILZD SUBGRD	30,395.00	SY	\$10.17	\$309,117.15
TYPE F CURB	14,010.00	LF	\$18.32	\$256,663.20
TYPE RA CURB	40.00	LF	\$30.53	\$1,221.20
TYPE 1 OPTION 2 CONCRETE TRAFFIC SEPARATOR	95.00	SF	\$14.60	\$1,387.00
4" CONCRETE SIDEWALKS - FIBER REINFORCED	26,850.00	SF	\$5.58	\$149,823.00
HANDICAP RAMPS	12.00	EA	\$1,659.46	\$19,913.52
SAWCUT ASPHALT	90.00	LF	\$6.64	\$597.60
STRIPING & SIGNS	1.00	LS	\$76,648.83	\$76,648.83
MOT	1.00	LS	\$10,620.53	\$10,620.53
TOTAL PRICE				\$9,504,555.38



Project: Chancey Road Ph3 Dra
 Date: Wed 2/15/23

Task		Project Summary		Manual Task		Start-only		Finish-only		Manual Summary Rollup		External Tasks		Manual Progress	
Split		Inactive Task		Manual Summary		External Milestone		Manual Progress			Manual Progress			Manual Progress	
Milestone		Inactive Milestone		Manual Summary		External Milestone		Manual Progress			Manual Progress			Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Manual Progress			Manual Progress			Manual Progress	

OFFICIAL PROPOSAL FORM
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

TO BE SUBMITTED TO:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
c/o District Manager
Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
(813) 994-1001

on or before February 20, 2023 at 3:00 P.M.

PUBLIC OPENING

TO: WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

FROM: Phillips and Jordan, Incorporated
(Proposer)

In accordance with the Request for Proposals inviting proposals for **Wiregrass II Community Development District –Chancey Road Phase 3 Project** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to earthwork, stormwater/drainage improvements, water and wastewater systems, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed.

All Work shall be performed in accordance with FDOT’s “Standard Specifications for Road and Bridge Construction,” 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements included in the Project Manual and in accordance with the approved permits, plans and specifications.

All Proposals shall be for complete Work in accordance with the Drawings. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract Documents with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Bid Tabulation.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and any amendments thereto, General Conditions, Supplementary Conditions, the drawings, specifications, and supplementary information and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Bid Tabulation.

Addendum No. 1 Dated: 2 / 16 / 2023

Addendum No. 2 Dated: 2 / 16 / 2023

Addendum No. Dated: / /

Addendum No. Dated: / /

TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

Time is of the essence for the construction of this project. The Proposer shall prepare its proposal based on a construction schedule submitted by the Proposer. The Proposer agrees that the Work contained within the Contract Documents shall reach Substantial Completion within 240 calendar days (*Proposer to provide*) of issuance of a Notice to Proceed and reach Final Completion not later than thirty (30) calendar days after the deadline for reaching Substantial Completion (hereinafter called "Time of Completion" or "Contract Time"). The Proposer acknowledges and agrees that by submitting this Proposal it is agreeing to complete the Work within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed. Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Contract Documents, the adjusted time limits shall be of the essence of the Contract Documents.

The Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This time for Substantial Completion and schedule will be used in the Proposal Evaluation.

"Substantial Completion" for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable the Proposer to obtain such certificate.

LIQUIDATED DAMAGES

Should the Proposer or, in case of his default, the Surety fail to complete the work within the time stimulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day of said breach or default.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 25, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

REQUIRED DOCUMENTS

The following documents are to be submitted or attached to and made a condition of the Proposal submittal:

1. Official Proposal Form
2. Proposal Bond
3. Certificate as to Corporate Principal
4. Affidavit of Proposer
5. Sworn Statement Regarding Public Entity Crimes
6. Affidavit of Non-Collusion
7. Sworn Statement Regarding Scrutinized Companies
8. Trench Safety Act Compliance and Cost Statements
9. Minimum Qualifications Statement

Contractor generated documents:

10. Bid Tabulation
11. Initial Project Schedule
12. Schedule of Values
13. Insurance Certificate
14. Resumes of Contractor's key personnel or supervisory personnel
15. Proposed staffing levels
16. Two references from projects of similar size and scope
17. Any other data required by the Request for Proposals or Addendums

Terms used in this Proposal which are defined in the Project Manual or Contract Documents will have the meanings indicated in such documents.

CIVIL RIGHTS

Signing the Proposal is certification that the Proposer does not, or will not, discriminate against any employee on the basis of race, religion, color, sex or national origin. The Proposer further certifies that the Proposer does not maintain or provide for employee facilities which are segregated on any of the above categories.

ORGANIZATION INFORMATION OF PROPOSER
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

DATE SUBMITTED: February 20, 2023

1. Proposer Phillips and Jordan, Incorporated A Individual
(Company Name) A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) Phillips Infrastructure Holdings, Inc.

3. Proposer's Parent Company Address (if applicable)

Street Address 10142 Parkside Dr., Suite 500

P.O. Box (if any) PO Box 52050

City Knoxville State TN Zip Code 37922

Telephone 865.688.8342 Fax No. 865.392.3090

1st Contact Name Gerry Arvidson Title President

2nd Contact Name Art Phelps Title Sr. Vice President

4. Proposer Company Address (if different)

Street Address 30115 SR 52, Suite 301

P.O. Box (if any) N/A

City San Antonio State FL Zip Code 33576

Telephone 813.783.1132 Fax No. N/A

Telephone N/A Fax No. N/A

1st Contact Name Art Phelps Title Sr. Vice President

2nd Contact Name Ryan Lester Title Chief Estimator

5. Is the Proposer incorporated in the State of Florida? Yes No

5.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No

If no, please explain N/A

Date Incorporated _____ Charter No. _____

5.2 If no, provide the following:

The state in which the Proposer company is incorporated North Carolina

Is the company in good standing with the state? Yes (X) No ()

If no, please explain N/A

Date incorporated August 4, 1959 Charter No. 88499

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes (X) No ()

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Certified General Contractor

License No. CGC1527351 Expiration Date 8/31/2024

Qualifying Individual Heath Stone Title Regional Manager

List company(ies) currently qualified under this license Phillips and Jordan, Incorporated

6.2 Is the Proposer company a registered or licensed Contractor with Pasco County?
Yes (X) No ()

6.3 Has the Proposer company performed work for a community development district previously? Yes (X)
No ()

7. Name of Proposer's Bonding Company Liberty Mutual Insurance Company

Address 2815 Forbs Avenue, Hoffman Estates, IL 60192

Approved Bonding Capacities:	Aggregate Limit	\$ <u>1,750,000,000.00</u>
	Single Project Limit	\$ <u>1,000,000,000.00</u>
	Total Current Contracts Bonded	\$ <u>750,000,000.00</u>

8. Name of Proposer's Bonding Agency J. Smith Lanier & Company

Address 413 Northshore Dr. S.W., Knoxville, TN 37922

Contact Name Cathy McMillan Telephone 865-558-1767

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (20) \$354,111,767.00,
(21) \$437,493,630.00, (22) \$500,000,000.00 est.

10. What are the Proposers' company's current insurance limits?

General Liability \$ 10,000,000.00
 Automobile Liability \$ 5,000,000.00
 Workers Compensation \$ 1,000,000.00
 Expiration Date 06/01/2023

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes No

If yes, please describe each violation fine, and resolution N/A

What is the Proposer's current worker compensation rating? .56

- Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes No

If yes, please describe the incident: Employee was working around a tracked drill rig and placed

his fingers in a pinch point (kelly pin hole of drill) which resulted in a partial amputation of left index & middle finger.

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes No

If so, state the name(s) of the company(ies) N/A

The state, local or federal entity(ies) with whom barred or suspended N/A

State the period(s) of debarment or suspension N/A

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Leonard Lott	Superintendent	Supervise Crews on site development jobs	40	40	Superintendent
Joe Hennelly	Project Manager	Project Coordination	33	16	PM

14. Have you ever failed to complete any work awarded to you? Yes No

If so, where and why? N/A

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes No

If so, state name of individual, other organization and reason therefore N/A

16. List any and all litigation to which the organization has been a party in the last five (5) years.

Phillips and Jordan, Inc. is registered and/or licensed and currently conducting business throughout the United States. In the normal course of business, the Company is subject to litigation arising out of contract claims, disputes and indemnification agreements. Should you require more specific information concerning our legal history, it is available upon further request.

17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

N/A

18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes No

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

N/A

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Wiregrass II Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Wiregrass II Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

Phillips and Jordan, Incorporated

By: 


Art Phelps / Sr. Vice President
(Type Name and Title of Person Signing)

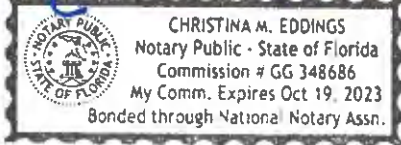
This 20th day of February, 2023.

(Corporate Seal)



Sworn to before me this 20th day of February, 2023.


(Seal) _____ Notary Public/ Expiration Date



CORPORATE OFFICERS

Company Name Phillips and Jordan, Incorporated Date 2/20/2023

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
See Attachment: Officers & Board of Directors			
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name Phillips and Jordan, Incorporated Date 2/20/2023

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
See Attachment: Supervisory Personnel				

COMPANY OWNED MAJOR EQUIPMENT
 (Attach additional sheets if necessary)

Company Name Phillips and Jordan, Incorporated

Date 2/20/2023

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER
See Attachment: Company Owned Equipment				

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name Phillips and Jordan, Incorporated Date 2/20/2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³
See Attachments: Completed Projects (2yr)						

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

**LIST OF PROPOSED SUBCONTRACTORS
AND
MAJOR MATERIALS SUPPLIERS**

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE
Whitney Logistics Hauling	9038 Camden Field Parkway Riverview, FL 33578	Hauling	9.2	Thomas MacDonald
Trans-Phos	4201 Bonnie Mine Road Mulberry, FL 33860	Hauling	9.2	Clay Goodiso
Asphalt Paving Systems	8940 Gall Boulevard Zephyrhills, FL 33541	Asphalt	6.4	Mark Rohrbach
Rinker Materials	1285 Lucerne Loop Rd NE Winter Haven, FL 33881	RCP	5.1	Paul Shannon
Core & Main	6525 US Hwy 301 N Tampa, FL 33610	PVC Pipe & Fittings	11.0	Jeremy Taylor

END OF PROPOSAL FORM



OFFICERS & BOARD OF DIRECTORS



Officers and Board of Directors:	Title
Avis A. Phillips	Sole voting shareholder and Chairman of the Board
William T. "Teddy" Phillips, Jr.	CEO
J. Patrick McMullen	President
Bryan McIsaac	Chief Financial Officer and Treasurer
Steve Thompson	Senior Vice President, Risk
Emily Torgerson	Senior Vice President, Strategic Communications
Michael Cofer	Vice President, Information Technology
Lee Haniford	Vice President, Human Resources
James F. Rose	Secretary
Janet Crisp	Assistant Secretary
<u>Tax ID Number</u>	82-3206761
<u>Subsidiary of PIH, Inc.</u>	
Phillips and Jordan, Incorporated	10142 Parkside Drive, Suite 500, Knoxville, TN 37922
<u>Officers</u>	<u>Title</u>
Avis A. Phillips	Chairman of the Board
William T. Phillips, Jr.	CEO & Vice Chairman
J. Patrick McMullen	President
Bryan McIsaac	Chief Financial Officer
Morgan Pierce	President, Power
Gerry Arvidson	President, Heavy Civil
Art Phelps	Senior Vice President, Heavy Civil -FL
Eric Hedrick	Senior Vice President of Ops - Power Group
Pat Williams	Senior Vice President - Heavy Civil -TN
Bob Ertle	Vice President of Ops - Heavy Civil - FL East
Wesley Compo	Vice President of Ops - Heavy Civil - FL West
Scotty Orr	Vice President of Ops - Power FL
Mario Vir	Vice President of Ops - Power TN
Russell Page Riley	Vice President - Heavy Civil -TN
Jeremy Best	Vice President
Michael P. Hoke	Vice President - Power TN
Matthew Wagley	Vice President - Heavy Civil -TN
David Lyle	Vice President - Power TN
Jason Garner	Vice President, Controller, Secretary & Treasurer
Christina M. Eddings	Assistant Secretary
<u>Tax ID Number</u>	56-0694573



SUPERVISORY PERSONNEL

**PHILLIPS AND JORDAN, INC.
KEY SUPERVISORY PERSONNEL**

2/17/2023

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS WITH P&J	YEARS RELATED EXPERIENCE
Art Phelps	Senior Vice President	Oversee Industrial/Commercial Heavy/Civil Division	26	37
Robert Ertle	Senior Vice President of Ops	Oversee operations of Industrial/Commercial Division-East	28	39
Wesley Compo	Vice President of Ops	Oversee operations of Industrial/Commercial Division-West	22	22
Tim Clay	Area Manager	Oversee Project Managers - coordination, scheduling, subcontract management, material requisitions for site development jobs	2	25
Mark LaFon	Area Manager	Oversee Project Managers - coordination, scheduling, subcontract management, material requisitions for site development jobs	5	39
Matt Fetterhoff	Area Manager	Oversee Project Managers - coordination, scheduling, subcontract management, material requisitions for site development jobs	2	30
Daryl Carpenter	Area Manager	Oversee Project Managers - coordination, scheduling, subcontract management, material requisitions for site development jobs	1	35
Joe Hennelly	Project Manager	Project coordination, scheduling, subcontract management, material requisitions for site development jobs	16	33
Chad Schmidtke	Project Manager	Project coordination, scheduling, subcontract management, material requisitions for site development jobs	1	25
Sam Gunlock	Project Manager	Project coordination, scheduling, subcontract management, material requisitions for site development jobs	4	15
Jason Spivey	Project Manager	Project coordination, scheduling, subcontract management, material requisitions for site development jobs	20	20
J. Matz	Project Manager	Project coordination, scheduling, subcontract management, material requisitions for site development jobs	1	30
Jerry Henry	Superintendent	Supervise pipe, earthwork, utility crews on site development jobs.	21	42
Leonard Lott	Superintendent	Supervise pipe, earthwork, utility crews on site development jobs.	40	40

ART PHELPS

SENIOR VICE PRESIDENT



EXPERIENCE

Years of Total Experience: 36 Years at P&J: 25

Art Phelps has more than 35 years of construction industry experience and serves as a Senior Vice President for P&J. As Senior Vice President, Phelps oversees Florida operations, including estimating, bidding, safety, and overall direction. He also serves as a project executive and is responsible for the overall success of the Heavy Civil-Industrial & Commercial division.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- MOT
- OSHA Safety
- Stormwater Erosion Inspector



REPRESENTATIVE PROJECTS

2019-Present Mosaic WC-1 Dam | Bowling Green, Florida

Project Scope of Work: The WC-1 project is the construction of an 800-acre clay settling area. The project includes excavation and embankment of 14 M CY of sand tailings and overburden material, construction of two (2) spillway structures, storm drainage piping and grassing. The project requires more than 100 pieces of equipment and 120 employees to meet the construction schedule. The fill material was moved with a combination of push/pull scrapers and off-road trucks at a rate of 60,000 CY per day.

2016-2020 Blue Origin | Cape Canaveral, Florida

Project Scope of Work: The Blue Origin project was the construction of a rocket manufacturing facility. The project was awarded in multiple contracts over several years. The project scope included erosion control measures, clearing and grubbing, mass earth excavation and embankment, installation of the storm drainage system, sanitary sewer system, lift stations, water and fire lines, temporary and permanent base construction and asphalt paving.

2018-2019 Project Starbelt | Huntsville, Alabama

Project Scope of Work: The Starbelt project is a data center for a popular social media and technology company. The project scope included erosion control measures, mass rock and earth excavation and embankment, blasting and rock crushing, installation of the storm drainage system, sanitary sewer system, water and fire lines, temporary and permanent base construction and asphalt paving.

2017-2019 Atlanta Braves Spring Training Facility | North Port, Florida

Project Scope of Work: P&J performed site development services for construction of a new spring training facility for the Atlanta Braves Major League Baseball team. The scope of work included roadwork, earthwork, site utilities, and development of baseball practice fields and a stadium. P&J installed 21,000 LF of storm pipe, 5,400 LF of sanitary sewer, 9,500 LF of pressure pipe, and one lift station. Project work also included 65,000 SY of asphalt parking lot, 72,500 SY of grassed parking lot, and 500,000 CY of embankment fill.

2015-2019 Arden Site Development | Palm Beach County, Florida

Project Scope of Work: The Arden project is a mixed-use planned development that includes residential units, recreational facilities, specialty retail space, and a future public school. P&J was awarded a \$30M contract by the Northern Palm Beach County Improvement

District and Freehold Communities to complete a turnkey site development package for the 1,200-acre Arden project, which included excavation of site materials; installation of storm pipe, sanitary sewer, and pressure pipe; construction of lift stations and a vehicular bridge, and construction of roadway infrastructure.

2013-2014 Amazon.com Project Garden Distribution Center | Polk County, Florida

Project Scope of Work: P&J was contracted to complete all site work activities associated with construction of the Project Garden Distribution Center located on an 85-acre site in Lakeland, Florida. The scope of work completed by P&J for the project included installation and maintenance of silt fence; site clearing and grubbing; excavation of site material; import and placement of fill material; installation of storm water drainage piping, sanitary sewer line, force main, water main, and fire main; construction of a lift station and curbing; and placement of asphalt paving.

2013 Collier County Beach Renourishment Project | Naples, Florida

Project Scope of Work: During the 2012 hurricane season, beaches along the coast of Collier County in Florida experienced erosion due to high winds and rough waters produced by several tropical systems. In September of 2013, the Board of County Commissioner approved the \$9.5M Collier County Beach Renourishment Project and subsequently contracted with P&J to perform the Segment A North - Naples/Park Shore portion of the project. Over the duration of the project, P&J imported over 10,000 loads of sand from the Stewart Mining Industries facility located in Immokalee, Florida which was approximately 65 miles inland from the job site. At the conclusion of the project, P&J had imported and spread a total of 227,500 tons of sand.

2012 Fortenberry Regional Stormwater Management System Phase 1B | Brevard County, Florida

Project Scope of Work: This project involved expansion of the wet detention pond at the Fortenberry stormwater management facility. The scope of work completed by P&J for this project included excavation and stabilization of site materials to increase the wet detention pond capacity, and construction of a concrete weir and Rip/Rap rubber weir spillway.

2011-2013 ESPN Wide World of Sports Complex Expansion | Lake Buena Vista, Florida

Project Scope of Work: P&J was contracted to complete two projects involving expansion of the Hess Sports Fields portion of the complex and expansion of the complex parking facilities. The scope of work for the Hess Sports Fields project involved site preparation work including clearing and grubbing; installation of turbidity barriers in existing water detention ponds; excavation and grading of new water detention ponds; rough grading of new athletic fields; and installation of interconnected stormwater drainage piping, a lift station with force main, and an irrigation system. The scope of work for the complex parking facilities project involved completion of all required permitting, installation of erosion controls, clearing of approximately 2 acres of land, and placement and grading of a crushed concrete base.



EDUCATION

Associate's Degree, Architectural Construction Engineering Technology | Hillsborough Community College

Associate's Degree | Pasco Hernando Community College

ROBERT ERTLE

VICE PRESIDENT OF OPERATIONS



EXPERIENCE

Years of Total Experience: 38 Years at P&J: 26

Bob Ertle has over 30 years of construction industry experience and serves as a VP of Operations for P&J's Heavy Civil Group. He serves as a liaison between the field and other executives and is responsible for high-level supervision of P&J's Florida projects, including overseeing site supervision activities, ensuring compliance with project specifications and requirements, and reporting observations to the project executive.



TRAINING / CERTIFICATIONS

- First Aid / CPR
- MOT
- OSHA 10-Hour
- OSHA 40-Hour HAZWOPER
- MSHA 40-Hour
- PADI
- USCG Captains License
- Trench Safety



REPRESENTATIVE PROJECTS

2018-Present Facebook Data Center | Huntsville, Alabama

Project Scope of Work: This \$49M project is a 350-acre site developed for Facebook data storage buildings. Scope of work includes moving 2M CY of earth, blasting 500K CY of rock, and installing deep sanitary sewer, large diameter storm sewer, water and fire lines.

2015-2019 Arden Site Development | Palm Beach County, Florida

Project Scope of Work: The Arden project is a mixed-use planned development that includes residential units, recreational facilities, specialty retail space, and a future public school. P&J was awarded a \$30M contract by the Northern Palm Beach County Improvement District and Freehold Communities to complete a turnkey site development package for the 1,200-acre Arden project, which included excavation of site materials; installation of storm pipe, sanitary sewer, and pressure pipe; construction of lift stations and a vehicular bridge, and construction of roadway infrastructure.

2014 Heritage Isle Site Development | Brevard County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package that involved mass grading and Phase 8 roadway construction and utilities installation within the Heritage Isle community. The scope of work completed by P&J for the project included installation and maintenance of erosion control measures; construction layout; clearing and grubbing; excavation of site material; installation of storm drainage line, sanitary sewer line, water distribution line, and reuse water distribution line; and construction of curbing and roadways.

2013-2014 Amazon.com Project Garden Distribution Center | Polk County, Florida

Project Scope of Work: P&J was contracted to complete all site work activities associated with construction of the Project Garden Distribution Center located on an 85-acre site in Lakeland, Florida. The scope of work completed by P&J for the project included installation and maintenance of silt fence; site clearing and grubbing; excavation of site material; import and placement of fill material; installation of storm water drainage piping, sanitary sewer line, force main, water main, and fire main; construction of a lift station and curbing; and placement of asphalt paving.

2013 Collier County Beach Renourishment Project | Naples, Florida

Project Scope of Work: During the 2012 hurricane season, beaches along the coast of Collier County in Florida experienced erosion due to high winds and rough waters produced by several tropical systems. In September of 2013, the Board of County Commissioner approved the \$9.5M Collier County Beach Renourishment Project and subsequently contracted with P&J to perform the Segment A North - Naples/Park Shore portion of the project. Over the duration of the project, P&J imported over 10,000 loads of sand from the Stewart Mining Industries facility located in Immokalee, Florida which was approximately 65 miles inland from the job site. At the conclusion of the project, P&J had imported and spread a total of 227,500 tons of sand.

2011-2014 C-44 Reservoir & Stormwater Treatment Area, Phase I | Martin County, Florida

Project Scope of Work: This \$36M project involved construction of the western intake canal, eastern C-133/133A canals, Citrus Boulevard bridge and culvert, and all access roads and staging areas in preparation for construction of the C-44 Reservoir and associated Stormwater Treatment Area.

2008-2009 Hammock Landing Retail Development | West Melbourne, Florida

Project Scope of Work: Hammock Landing is a 750,000 SF retail development located on an approximately 108-acre site in West Melbourne, Florida. P&J was contracted to complete a turnkey site development package for construction of Hammock Landing. The scope of work completed by P&J for the project included installation and maintenance of erosion control measures; clearing and grubbing of the site; excavation of material; mass and finish grading; installation of 15" to 60" storm drainage line, 6" to 12" sanitary sewer line, 12" water main, and fire main; completion of directional drilling; and installation of fire hydrants.



EDUCATION

Bachelor's Degree, Civil Engineering | New Jersey Institute of Technology

WESLEY COMPO

VICE PRESIDENT OF OPERATIONS



EXPERIENCE

Years of Total Experience: 25 Years at P&J: 25

Wesley Compo has 25 years of experience in the construction industry and serves as a Vice President of Operations for P&J's Industrial & Commercial Group. He serves as a liaison between the field and other executives and is responsible for high-level supervision of P&J's Florida projects, including overseeing site supervision activities, ensuring compliance with project specifications and requirements, and reporting observations to the project executive.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- Intermediate FDOT MOT
- OSHA 30-Hour Construction Safety
- OSHA 10-Hour
- Excavation Competent Person
- Qualified Rigger / Signal
- MSHA Part 48
- Stormwater Erosion Inspector – Florida & Tennessee



REPRESENTATIVE PROJECTS

2021-2022 Mosaic O1-B Phase 2A, 2B and 2C Base out | Bowling Green, Florida

Project Scope of Work: This project includes the base out construction of a clay settling dam of an existing phosphate mine. The scope of work for P&J on this \$27M project included placing approximately 8M CY of overburden fill excavated and hauled within an approximately 600-acre site, as well as dewatering operations for the entire site, topping spoils, and constructing haul roads throughout the site.

2019-2021 Mosaic WC-1 Phase I | Bowling Green, Florida

Project Scope of Work: This project includes construction of a clay settling dam of an existing phosphate mine. The scope of work for P&J for this \$53M project included approximately 12.5M CY of compacted sand and overburden fill within a +600-acre site, as well as dewatering operations for the entire site, clearing/grubbing, storm drainage/seepage controls, spillway structures and decant towers, as well as finish grading/seeding/mulching of embankments.

2016-2021 Navy Federal Credit Union, Phase 2 | Escambia County, Florida

Project Scope of Work: The scope of work being performed by P&J for this \$22M project includes tree & plant protection, demolition, signage, water distribution, sanitary sewers, sewage pumping stations, site clearing, earth moving, dewatering, excavation, asphalt paving, pavement markings, fencing, turf and grassing, and geo technical exploration.

2019 Seabrook Solar | Beaufort County, South Carolina

Project Scope of Work: The scope of work performed by P&J on this \$1M project includes an access road to a substation pad, site clearing, 5,000 CY of pond excavation, grading, 300 LF of 18-24" RCP storm drainage pipe, 1600 LF of crusher run base for the roadways, sodding, seeding, and asphalt paving at the entrance.

2018-2019 TECO Lake Hancock | Bartow, Florida

Project Scope of Work: This project is a \$5.4M, 350-acre solar site. P&J is performing site clearing, 150,000 CY of pond excavation, grading, 1200 LF of 18-24" RCP storm drainage pipe, 4 miles of crushed concrete roadways, sodding, seeding, and fence installation.

2018-2019 TECO Payne Creek | Bowling Green, Florida

Project Scope of Work: This project involves a \$4.1M, 500-acre solar site. P&J performed site clearing, 75,000 CY of pond excavation, grading, 1000 LF of 18-24" RCP storm drainage pipe, 5 miles of crushed concrete roadways, sodding, seeding, and fence installation.

2018-2019 TECO Balm | Balm, Florida

Project Scope of Work: This project involved a \$3.2M, 500-acre solar site. P&J performed site clearing, pond excavation 25,000 CY, grading, 800 LF of 18-24" RCP storm drainage pipe, 5 miles of crushed concrete roadways, sodding, seeding, and fence install

2018-2019 Navy Federal Credit Union, Phase 1 Sewer Repair | Escambia County, Florida

Project Scope of Work: This is a \$1.5M contract to repair an existing sanitary sewer system that another contractor installed. P&J installed 1200' of new 8" DIP, and 400' of the pipe was installed on hangers off of a retaining wall.

2015-2017 Lauderdale Plant Combustion Turbine Project | Ft. Lauderdale, Florida

Project Scope of Work: The Florida Power & Light (FPL) Lauderdale Plant included 2 banks of gas turbines that began operation between 1970 and 1972. Due to a new national ambient air quality standard promulgated by the U.S. Environmental Protection Agency, FPL replaced 5 existing gas turbines at the Lauderdale Plant with highly efficient combustion turbines to comply with the new standard. The scope of work performed by P&J for this project included construction of a haul road and laydown yard, clearing and grubbing of a heavily wooded area, import and placement of sand and rock, installation of storm drainage line, construction of a mechanically stabilized earth wall and storm outfall structure, and asphalt paving. Dismantlement of the existing gas turbines will occur after the new combustion turbines are operational.

2015-2016 Seminole County Sports Complex | Sanford, Florida

Project Scope of Work: P&J completed site development work for this \$4.7M project which includes site grading and pad construction, installation of underground utilities, and construction of parking areas and roadways with curbing. The 102-acre facility included administrative, concession, restroom, and maintenance buildings; various athletic fields; playground areas; batting cages; and a walking trail.

2014-2015 CSX Integrated Logistics Center, Phase II | Winter Haven, Florida

Project Scope of Work: This \$7.1M project involved site development activities for a 930 acre business park that is part of the CSX Integrated Logistics Center where warehouse-distribution and light-manufacturing facilities will eventually be located. The scope of work performed by Phillips & Jordan for the project included installation of 24,000 LF of erosion control measures; clearing of 245 acres; excavation of 850,000 CY of site material; installation of 11,300 LF of stormwater, sewer, and water/fire lines; and 34,000 SY of asphalt paving and base.

2014 Heritage Isle Site Development | Brevard County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package that involved mass grading and Phase 8 roadway construction and utilities installation within the Heritage Isle community. The scope of work completed by P&J for the project included installation and maintenance of erosion control measures; construction layout; clearing and grubbing; excavation of site material; installation of storm drainage line, sanitary sewer line, water distribution line, and reuse water distribution line; and construction of curbing and roadways.

2013 FishHawk Ranch Phase I Site Development | Hillsborough County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package for the Phase I construction of FishHawk Ranch. The scope of work completed by P&J for this project included installation and maintenance of 18,000 LF of erosion control measures; excavation of 280,000 CY of material; installation of 48,400 LF of storm drainage

line, sanitary sewer line, and water main; installation of 28 fire hydrants; construction of a hybrid lift station; construction of 49,000 LF of concrete curbing and 76,000 SF of sidewalks; and placement of 55,000 SY of roadway asphalt.

2011-2013 Northshore Town Center Site Development | Knoxville, Tennessee

Project Scope of Work: P&J was contracted to complete site development work for the approximately 71-acre project site. Site development activities performed by P&J for this project included installation and maintenance of 46,000 LF of silt fence; stripping of 46,000 CY of topsoil; placement of 650,000 CY of rock/soil embankment; installation of 15,600 LF of storm drainage, water line, and sanitary sewer; and placement of 43,100 SY of asphalt paving.

2008-2009 Recovered Materials Processing Facility | Palm Beach County, Florida

Project Scope of Work: P&J was contracted to prepare the 20-acre site where the Recovered Materials Processing Facility was constructed. The scope of work completed by P&J for the project included installation and maintenance of 3,100 LF of silt fence; import and placement of 44,000 CY of fill material; mass and finish grading; installation of 5,282 LF of reinforced concrete pipe and ductile iron pipe for storm drainage; installation of 4,000 LF of water main line, sanitary sewer line, and force main; construction of a lift station; construction of 1,000 SY of sidewalks; and placement of 35,202 SY of asphalt paving and 3,488 SY of concrete paving.

2007 Knights Plaza, Phase II | Orange County, Florida

Project Scope of Work: P&J supported completion of the Phase II Knights Plaza parking garage and roadway construction expansion project. The scope of work completed for the project included excavation of 2,189 CY of material; import and placement of 23,213 CY of fill material; installation of 1,180 LF of storm drainage piping and 410 LF of water main; construction of 5,786 LF of curbing; placement of 5,741 SY of asphalt paving; and installation of 6 fire hydrants and 2 manholes.



EDUCATION

Associate's Degree, Mathematics | Jefferson Community College

TIM CLAY

REGIONAL MANAGER



EXPERIENCE

Years of Total Experience: 24 Years at P&J: 1

Tim Clay has more than 20 years of construction industry experience and serves as a Regional Manager for P&J in our Industrial & Commercial Group. His daily responsibilities include oversight of project supervision activities, ensuring compliance with safety, environmental, quality, and design requirements, customer relations, management of contractual and financial obligations, company equipment, and engaging company employees and subcontractors to execute work on time and on budget.



TRAINING / CERTIFICATIONS

- State of Florida Licensed Excavation / underground utility contractor (CUC1224707)



REPRESENTATIVE PROJECTS

2020-Present **Blue Origin** | Cape Canaveral, Florida

Project Scope of Work: The Blue Origin project is the construction of a rocket manufacturing facility. The project was awarded in multiple contracts over several years. The project scope includes erosion control measures, clearing and grubbing, mass earth excavation and embankment, installation of the storm drainage system, sanitary sewer system, lift stations, water and fire lines, and temporary and permanent base construction, and asphalt paving.

Additional Experience

2020 **Grand Landings** | Jacksonville, Florida

Role: Project Manager for Dream Finders Homes, Inc.

Project Scope of Work: This project involved construction of a 186-single-family development, including more than 592,100 CY of earthwork (excavation, embankment and import fill), roadways, more than 7,738 LF of drainage, 22,900 LF of potable water and force mains and re-use, approximately 7,600 LF of sanitary sewer, and a duplex lift-station. Contractor's early coordination with Design Engineer and the owner helped enable partial COC/DEP clearance allowing early delivery of 40 lots for accelerated home building schedule

2018-2020 **Wilford Preserve** | Jacksonville, Florida

Role: Senior Project Manager / Operations Manager for Dream Finders Homes, Inc.

Project Scope of Work: This project involved construction of a 307-lot residential development, including more than 714,000 CY of earthwork (excavation, embankment and import fill). Scope of work also included HDPE pond liners, roadways, more than 15,000 LF of drainage, 41,745 LF of potable water, force mains and re-use, 12,000 LF of sanitary sewer, and a duplex lift station.

2017-2018 **E2W31 SR243 (JIA north access) from New Pecan Park Road to Pecan Park Road/I-95 interchange** | Jacksonville, Florida

Role: Vice President for FDOT District Two.

Project Scope of Work: The SR-243 (JIA N Access) from New Pecan Pk. Rd. to Pecan Pk. Rd/ I-95 Interchange). Work on this project consisted of the phased widening of the existing Pecan Park Rd., major pond excavation including staged-dewatering and a fusion-welded

HDPE pond liner, substantial embankment work, storm drainage, underground utility relocation, milling and resurfacing, roadway base work, shoulder treatment, new curb and gutter as well as median separators, new sidewalks, traffic signals, roadway lighting, highway signing, CIP retaining walls, bridge abutment modifications, and other incidental construction.

2015-2017 E2R91 Design-Build I-95 Interchange at SR-202 / JT Butler Blvd.
Operational Improvement | Jacksonville, Florida

Role: Senior Project Manager / Director of Field Ops for FDOT District Two.

Project Scope of Work: This major DESIGN-BUILD project included re-construction of the existing interchange at I-95 and SR 202 (J.T. Butler Blvd.). Scope of work involved clearing, earthwork, more than 13,000 LF of drainage pipe, 240 drainage structures, and more than 138,000 SY of aggregate base and paving. Widening, full-depth re-construction, concrete paving, milling, and resurfacing of I-95 and construction of two major flyover bridges. Work also included the construction of more than 15,000 LF of CIP median barrier wall, gravity walls, concrete traffic railing, and the design signalization and ITS infrastructure.

2015-2016 T-2583, I-10 (SR-8) drainage improvements (Cassat Avenue to 1.24 Miles east of I-295) | Jacksonville, Florida

Role: Senior Project Manager for FDOT District Two.

Project Scope of Work: This project involved major drainage improvements along Interstate-10, including the installation of approximately 6,000 LF of 60" storm drainage pipe, and 22, 10' diameter manholes at an average depth of 20'-24' deep. This Engineered excavation required a unique slide-rail trench shoring system as well as over 700' of temporary sheet-pile wall and a complex trench dewatering system to facilitate construction of this large diameter storm-water conveyance system.

2015 E2S01, Design-Build I-295 Express Lanes from Buckman Bridge to I-95 South Interchange, Duval County | Jacksonville, Florida

Role: Project Manager for FDOT District Two.

Project Scope of Work: This 5-mile DESIGN-BUILD project required the widening of I-95 for the addition of new Express Lanes in Jacksonville, FL. It included multiple bridge widenings, mass excavation and embankment, substantial storm-drainage & box-culvert construction, slip-form concrete pavement work, milling & resurfacing, CIP barrier wall, concrete traffic railing installation, auger cast piles and concrete sound-walls, major intersection improvements at secondary roads, as well as lighting, ITS and new tolling infrastructure for FDOT.

2011-2014 T-2376 SR9 (I-95) Concrete Pavement Rehabilitation, Greenland to JTB | Jacksonville, Florida

Role: Project Manager for FDOT District Two.

Project Scope of Work: This interstate rehab project covered eight (8) miles of full-depth concrete pavement and slab replacement for FDOT. Scope of work included the complete demolition of existing concrete pavement followed by the placement of over 25,000 CY of high-early concrete for new pavement. The project also included bridge joint replacement, concrete pavement joint sealing, construction of over 70 drilled shaft foundations & new overhead sign structures, guardrail installation and ROW grading & grassing.

2009-2011 Bennett Shores East – Navy Family Housing | NS Mayport, Florida

Role: Project Manager for Balfour-Beatty.

Project Scope of Work: Scope of work on this project included the full demolition and reconstruction of existing Navy family housing infrastructure for NAVFAC at NS Mayport. Work activities included roadway reclamation, concrete demolition, pond excavation & lot grading, substantial storm-drain and underground utility work, as well as the construction of several thousand feet of new curb & gutter, sidewalks and asphalt paving.

2008-2010 Main Street Phase 2 | Jacksonville, Florida

Role: Project Manager for the City of Jacksonville / JEA.

Project Scope of Work: This project included major utility re-construction, roadway widening, and streetscaping. The unique nature of this project in Jacksonville's urban core

required substantial traffic control and careful activity phasing. The work required the demolition of over 100 years of existing infrastructure in Jacksonville's historic Springfield neighborhood which included contaminated material excavation & handling and contaminated groundwater treatment using a complex above ground treatment system.

2007-2009 Moosehaven Retirement Community | Jacksonville, Florida

Role: Project Manager for the City of Orange Park / Moose.

Project Scope of Work: This residential development project involved clearing and earthwork, a major storm-drainage system including an underground stormwater containment system, substantial water & sewer infrastructure and the removal of hazardous fuel-oil tanks. New roadways and walking paths were constructed for the residents of this retirement community as a part of the contract

1996-2007 Florida Army National Guard | Various

Role: Army Engineer MOS 21E, Heavy Equipment Operator.

Responsibilities: Clay served honorably for 11 years as a reservist in the Florida Army National Guard, including a 12-month deployment to Afghanistan in support of Operation Enduring Freedom.

Project Scope of Work: Military Engineering experience as a part of the Army Corp of Engineers – constructed airfields, landing zones, military roadways, hasty military emplacements, disaster recovery missions (hurricanes and fires), and other projects.



EDUCATION

Bachelor's Degree, Business Administration | University of Florida

Associates Degree, Business Management | St. Johns River State College

MARK LAFON

REGIONAL MANAGER



EXPERIENCE

Years of Total Experience: 37 Years at P&J: 3

Mark Lafon has more than 35 years of construction industry experience and serves as a Project Manager for P&J's Industrial & Commercial Group. His responsibilities include review of specifications and plans, development of project objectives, processing of submittals, material procurement, scheduling, processing of change orders, forecasting project budgets and reviewing budget variances, monitoring project progress, tracking project quantities and costs, and preparation of status reports.



TRAINING / CERTIFICATIONS

- Professional Engineer, FL PE0046643
- Certified General Contractor, FL CGC038692
- Underground Utility Contractor (pending)
- LEED Accredited Professional
- Stormwater Management Inspector
- Filtrexx Certified Designer / Installer
- Certified Traffic Control Designer



REPRESENTATIVE PROJECTS

2018-Present **Flamingo Crossing** | Winter Garden, Florida

Project Scope of Work: P&J is currently performing site preparation services on two 64-acre lots for these dormitories, including mass grading, utility installation for water, fire, sewer, reclaim, and stormwater systems, asphaltic concrete paving. Due to space constraints, stormwater ponds were replaced with exfiltration systems, which include 18,000 LF of 66"-, 36,000 LF of 42"-, and 21,000 LF of 28"-diameter corrugated and perforated metal pipe (CMP). This pipe is surrounded by #57 limestone rock, and stormwater collects here to settle before filtering back into the ground. The exfiltration system being constructed at the Flamingo Crossing subdivision is one of the largest in the nation. P&J is also responsible for finishing the site with paving, curbs, and drainage.

Additional Experience

2010-2018 **ProTerra Recycling Systems, LLC** | Location

Role: VP Design and Production Management for ProTerra Recycling Systems, LLC
Responsibilities: Lafon oversaw design and fabrication of recycling equipment, bio-fuels facilities and consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating, scheduling and permitting.

2006-2010 **NewMera, LLC** | Location

Role: President and Managing Member for NewMera, LLC
Responsibilities: Lafon oversaw construction and design consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating and permitting

2002-2006 **Misener Marine Construction, Inc. / Orion Marine Group** | Location

Role: Vice President and General Manager
Responsibilities: Lafon was responsible for overseeing business operations, including business development and estimating.

2006-2010 NewMera, LLC | Location

Role: President and Managing Member for NewMera, LLC

Responsibilities: Lafon oversaw construction and design consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating and permitting

2006-2010 NewMera, LLC | Location

Role: President and Managing Member for NewMera, LLC

Responsibilities: Lafon oversaw construction and design consulting services for site development, heavy civil, steel and metals fabrication, wood waste recycling and composting operations, erosion and sediment control, construction estimating and permitting



EDUCATION

Bachelor's Degree, Civil Engineering | University of Florida

MATTHEW FETTERHOFF

REGIONAL MANAGER



EXPERIENCE

Years of Total Experience: 27 Years at P&J: 1

Matthew Fetterhoff has more than 27 years of construction industry experience and serves as a Regional Manager for P&J's Heavy Civil Group. In his current role, Fetterhoff is responsible for the overall project management and oversight of industrial and commercial projects throughout the entire lifecycle to include safety, quality, production, and lastly building long lasting relationships with our partners.



TRAINING / CERTIFICATIONS

- OSHA 30-Hour Construction Safety
- OSHA 10-Hour
- Certified Building Contractor, State of FL #CBC060324



REPRESENTATIVE PROJECTS

2021-Present Universal Studios, Project 304 | Orlando, Florida

Project Scope of Work: P&J is performing site development activities, including installation of underground utilities, earthwork, and erosion control, for Universal's new Project 304.

2021-Present Universal Studios, Project 903 | Orlando, Florida

Project Scope of Work: P&J is performing site development activities, including installation of underground utilities, earthwork, and erosion control, for Universal's new Project 903.

2021 Collier County Beach Renourishment | Collier County, Florida

Project Scope of Work: P&J performed several miles of renourishment on an active beach. This included moving 330,000 TN of sand into the beach using an average of 250 trucks per day from a sand mine in the middle of the state in order to cut the beach 25' into the water timing low and high tide every day.

Additional Experience

2007-2021 F.C.I.

Role: Vice President / Director of Construction Services for F.C.I.

Responsibilities: Fetterhoff supported 15 projects from a \$150MM portfolio at Epcot. He managed construction of the new main building for Imagineers, park utility upgrades, chilled water systems, cooling towers, fiber spoke renovations, roadways, dams, and 40 acres of lake design-build. He also developed pre-design plans and project delivery strategies to set expectations for the team; established project management systems and reporting, implemented policies and procedures, budget, and cash flow analysis for owners and clients; created preliminary and master project schedules, schedule alternatives, and phase planning utilizing Primavera 6 and Microsoft Project Scheduler; and worked with owners on direct purchase programs to save time and money. Fetterhoff completed general construction management field tasks, resolved claims and disputes, and assessed facility conditions and maintenance, including ADA accessibility review.

2005-2007 Paradise Development Group

Role: Project Manager for Paradise Development Group

Responsibilities: Fetterhoff worked with site selectors and investors; negotiated with community, business, and public utility representatives; eliminated obstacles for land acquisitions and development, sales, and leases; coordinated governmental business and

public utilities for designs; managed consultants for due diligence on phase 1 and phase 2 reports; coordinated environmental testing programs and legal documents; and documented project closeout for project owners, clients, and the government.

2004-2005 Hennessy Construction Services

Role: Project Manager for Hennessy Construction Services

Responsibilities: Fetterhoff managed hurricane restoration work, new industrial construction projects, and residential and commercial renovation projects to mitigate wind and mold concerns.

2001-2004 GLE Construction Services

Role: Project Manager for GLE Construction Services

Responsibilities: Fetterhoff managed multiple projects as well as the overall construction department. He was responsible for training superintendents; developing estimates, bids, and strategies; and implementing quality control processes and field safety programs.

2000-2001 Sauer & Luck Construction

Role: Project Manager for Sauer & Luck Construction

Responsibilities: Fetterhoff consulted for the State of Florida Major Projects Division, made technical presentations, supported major project sales, and trained the sales team, superintendents, and vendors.

1999-2000 Aston Care Services

Role: Project Engineer for Aston Care Services

Responsibilities: Fetterhoff worked with lead superintendents and architects to resolve design issues and maintain schedule. He also ensured construction and sales teams were trained on the warranty program.

1996-1999 General Electric Capital Modular Space

Role: Technical Services Representative for General Electric Capital Modular Space

Responsibilities: Fetterhoff managed projects and field construction of custom modular buildings ranging from 500-40,000 sf./

1992-1996 Right Technologies Company

Role: Construction Manager for Right Technologies Company

Responsibilities: Fetterhoff acted as the Owner's representative for the Capital Projects Program with Waste Management and assisted with management of the solid waste facility.



EDUCATION

Bachelor's Degree, Civil Engineering | Rochester Institute of Technology

Associate Degree, Mechanical Engineering | Alfred State College, NY

JOE HENNELLY

PROJECT MANAGER



EXPERIENCE

Years of Total Experience: 32 Years at P&J: 15

Joe Hennelly has more than 30 years of construction industry experience and serves as a project manager for P&J. He is responsible for managing day-to-day operations; scheduling and coordinating work activities with site supervision; tracking equipment, labor, and material utilization; coordinating material deliveries; preparing project submittals and pay applications; maintaining the project schedule; participating in project meetings; and interfacing with owner representatives.



TRAINING / CERTIFICATIONS

- OSHA 30-Hour
- SWPPP
- CPR / First Aid



REPRESENTATIVE PROJECTS

2020-Present Port of Tampa Bay Berth 214 Upland Phase 2 | Tampa, Florida

Project Scope of Work: On this project, P&J is importing stone base from the Bahamas, placing in a surcharge pile for two specific areas, and using existing fill material for a third surcharge pile. This scope includes approximately 135,000 tons of rock and 80,000 CY of fill material to build these surcharge piles. P&J will monitor these areas for subsidence, and once achieved, will relocate to the next area.

2018-Present PNT Turning Basin | Florida City, Florida

Project Scope of Work: This project involved filling two existing canals in Biscayne Bay. P&J was responsible for filling deep holes to a certain elevation to bring them back to natural conditions, which included importing more than 200,000 tons of sand material, placing in the water by conveyor belt where the material is dredged from barges with an Eddie pump and distributed in the canal, and eliminating the deep manmade holes. P&J utilized Floating Turbidity Curtains to prevent turbidity entering Biscayne Bay, a protected manatee and crocodile preserve area.

2017-Present Epcot Sausalito | Lake Buena Vista, Florida

Project Scope of Work: P&J is responsible for site work in preparation for a new amusement ride at Disney's Epcot park. Scope of work includes clearing, demucking the canal, earthwork, import fill, erosion control, storm sewer, sanitary sewer, water distribution system, stabilization, base, paving, concrete curbs and striping.

2018-2019 Epcot BOH Basin | Lake Buena Vista, Florida

Project Scope of Work: P&J is responsible for constructing a 20-acre pond at Disney's Epcot park. Scope of work includes heavy clearing, 350,000 CY of muck excavation, 250,000 CY of suitable material hauled off site, and installation of 5,000 LF of storm drainage.

2016-2017 Sabal Trail Hunters Creek Metering Station | Davenport, Florida

Project Scope of Work: The scope of work for P&J on this project included erosion control, clearing, earthwork, and dewatering for the connection site between the Hunters Creek Pipeline and Florida Gas Transmission. P&J performed 15,000 CY of excavation and 16,000 CY of import fill and installed 1,500 LF of storm sewer, 14,000 SY of geogrid with 57 stone, limerock roads, and asphalt paving.

2016 Lake Ashton, Phase II | Winter Haven, Florida

Project Scope of Work: The scope of work for P&J on this project included completion of a subdivision with grading, installing storm and sanitary sewers, lift stations, and placing base and asphalt.

2016 Reunion Compressor Station | Reunion, Florida

Project Scope of Work: The scope of work for P&J on this project included clearing, excavation of 17,000 CY, importing 34,000 CY of fill, dewatering, installing storm sewers, erosion control, riprap swales, and constructing limerock and asphalt roads.

2015-2016 Four Corners K-8 School | Davenport, Florida

Project Scope of Work: The scope of work for P&J on this project included clearing approximately 33 acres, earthwork, installing storm and sanitary sewers, constructing lift systems and grease traps, installing water and fire mains, laying PVC liner, and placing base and asphalt.

2014-2016 Vitag Biosolids Fertilizer Plant | Zellwood, Florida

Project Scope of Work: The scope of work for P&J included clearing and grubbing of approximately 30 acres, excavating 140,000 CY, surcharge, installing storm and sanitary sewers, multiple lift stations, installing water mains, placing base and asphalt, and paving a mechanically stabilized earth wall and concrete truck ramp.

2014-2015 Putnam County Central Landfill | Palatka, Florida

Project Scope of Work: P&J was contracted by the Putnam County Board of County Commissioners to mine a portion of the unlined cells located at the landfill. The scope of work completed by P&J for the project included topsoil stripping, excavation, transportation, screening, and stockpiling or disposal of approximately 344,000 CY of material; grading of excavation areas to finish contours; and stabilization of graded areas by hydroseeding or placement of sod.

2014-2015 Disney Springs Renovation | Orange County, Florida

Project Scope of Work: This project involved renovation work for the transformation of Downtown Disney to Disney Springs that consists of 4 distinct neighborhoods featuring more than 150 stores, restaurants, and entertainment locations. The scope of work completed by P&J for this project included dewatering and muck removal from an existing canal at the property; demolition of existing structures and site excavation; import and placement of fill material; and installation of sanitary sewer, water main, fire protection, and storm sewer lines.

2014-2015 CSX Integrated Logistics Center, Phase II | Winter Haven, Florida

Project Scope of Work: This \$7.1M project involved site development activities for a 930-acre business park that is part of the CSX Integrated Logistics Center where warehouse-distribution and light-manufacturing facilities will eventually be located. The scope of work performed by P&J for the project included installation of 24,000 LF of erosion control measures; clearing of 245 acres; excavation of 850,000 CY of site material; installation of 11,300 LF of stormwater, sewer, and water/fire lines; and 34,000 SY of asphalt paving and base.

2013 Collier County Beach Renourishment Project | Naples, Florida

Project Scope of Work: During the 2012 hurricane season, beaches along the coast of Collier County in Florida experienced erosion due to high winds and rough waters produced by several tropical systems. In September of 2013, the Board of County Commissioner approved the \$9.5M Collier County Beach Renourishment Project and subsequently contracted with P&J to perform the Segment A North - Naples/Park Shore portion of the project. Over the duration of the project, P&J imported over 10,000 loads of sand from the Stewart Mining Industries facility located in Immokalee, Florida which was approximately 65 miles inland from the job site. At the conclusion of the project, P&J had imported and spread a total of 227,500 tons of sand.

2012-2013 Laureate Boulevard Master Lift Stations 4 & 8 | Orlando, Florida

Project Scope of Work: P&J was contracted to complete the installation of lift stations 4 & 8 in accordance with City of Orlando specifications as part of the ongoing construction of the Lake Nona Town Center which is a multi-use development located adjacent to the Orlando International Airport. Project elements included site work; electrical, mechanical, and plumbing services; and installation of generator fuel tanks and enclosures.

2012-2013 Air Products Heat Exchanger Manufacturing Plant | Manatee County, Florida

Project Scope of Work: P&J was contracted to complete a turnkey site development package for construction of a 300,000 SF liquefied natural gas heat exchanger manufacturing plant for Air Products on a 32-acre site located across from the entrance to Port Manatee. The scope of work completed by P&J for the \$56.8M project included clearing and grubbing of the plant site; relocation of an existing decant line; construction of gravel access roads; excavation of material; import and placement of fill material from Port Manatee; mass and finish grading; placement of stabilized subgrade; construction of a sediment basin; installation of storm drainage, sanitary sewer, water, and fire lines; construction of a lift station; and placement of asphalt paving.

2012 Fortenberry Regional Stormwater Management System, Phase 1B | Brevard County, Florida

Project Scope of Work: This project involved expansion of the wet detention pond at the Fortenberry stormwater management facility. The scope of work completed by P&J for this project included excavation and stabilization of site materials to increase the wet detention pond capacity, and construction of a concrete weir and Rip/Rap rubber weir spillway.



EDUCATION

Bachelor's Degree, Engineering Technology | Memphis State University

High School Graduate

SAM GUNLOCK

PROJECT MANAGER



EXPERIENCE

Years of Total Experience: 14 Years at P&J: 3

Sam Gunlock has more than 10 years of experience in the construction industry and serves as a project manager for P&J's Industrial & Commercial Group. He is responsible for managing day-to-day operations; scheduling and coordinating work activities with site supervision; tracking equipment, labor, and material utilization; and coordinating material deliveries. He also prepares project submittals and pay applications, participates in project meetings, and interfaces with owner representatives.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- OSHA 30-Hour
- OSHA 10-Hour
- MSHA Part 48
- C2 Defensive Driving Techniques R2
- Power Line Hazards Training
- Crane Regulations Change Overview Training
- Effective Negotiating Karrass Training



REPRESENTATIVE PROJECTS

2019-Present Mosaic WC-1 Phase I | Bowling Green, Florida

Project Scope of Work: This project includes construction of a clay settling dam for an existing phosphate mine. The scope of work for P&J includes approximately 11M CY of compacted sand and overburden fill within a +600-acre site, as well as dewatering operations for the entire site, clearing/grubbing, storm drainage/seepage controls, spillway structures and decant towers, as well as finish grading/seeding/mulching of embankments.

2018-2019 Nucor Micro Mill | Frostproof, Florida

Project Scope of Work: This project involved mass grading and site work on micro mill facilities. The scope of work for P&J included clearing and grubbing 128 acres of orange grove, 567,000 CY of cut/fill excavation/mass grading, 5,000 LF of various storm drain (18" to 48" RCP), 158,000 SY of stabilized laydowns and roads, and finishing out the site with chain link fence and erosion control/seeding.

Additional Experience - Barnard Construction Companies, Inc.

2015-2018 Muskrat Falls North & South Dams | Habby Valley-Goose Bay, Labrador, Canada

Project Scope of Work: This project included construction of a 32m-high, 432m-long, 200,000m³ roller compacted concrete (RCC) dam, and a 20m-high, 325m-long, 155,000m³ zoned earth-filled Dam. An additional 600,000m³ earth-filled cofferdams were utilized to divert the Lower Churchill River.

Project Role: Project Controls Manager

Responsibilities: Gunlock assembled a limited partnership team inclusive of one company based in USA and the other based in Canada. Over the course of this project he:

- Lead a team of 10 individuals to mobilize to Canada and establish operations within 1 month of Notice to Proceed.

- Over duration of project team grew to 58 management personnel and over 500 craft employees on payroll.
- Provided owner/engineer with detailed Primavera P6 schedule, which included various contractual options for coordinating and integrating our team into an ongoing \$12.7 billion project.
- Created a Cost Management Plan for reporting budget vs cost to the Owner. This included daily production and man-hour summaries, weekly/monthly progress reports, as well as committed cost reports. Each report was established per contractual obligations and enhanced to accommodate owner/engineer requests to adapt to differing conditions.
- Maintained Risk Assessment Register to ensure all parties were aware of risks identified by the team and the continuing mitigation measures applied.
- Managed team during erection and commissioning of two 4.5 m³ RCC batch plants (approx. 150 m³/hr) and one large aggregate crushing operation (approx. 800 MT/hr).
- Managed over 100 change orders/credits ranging from a few hundred dollars to \$16 million.
- Completed the main scopes of work ahead of schedule and continue to maintain onsite management team and craft workers to accommodate owner's requests.

2011-2015 Gilboa Dam Reconstruction Project | Gilboa, New York

Project Scope of Work: Project included placement of approximately 124,000 CY of mass and reinforced concrete. The project also required the installation of a customized Dam Safety Instrumentation System (DSIS) operating on a fiber optic network, which included an Automated Data Acquisition System (ADAS) from a multitude of geotechnical instruments including: extensometers, inclinometer, piezometer, and load cells. Also a pneumatically operated flood gate control system was installed.

Project Role: Project Controls Manager

Responsibilities: Gunlock with bid package to owner for lowest lump sum bid to complete the project and completed the project well within the schedule requirements. Over the course of this project he:

- Corresponded with over 200 minority and women owned businesses to meet Empire State Development and the Division of Minority and Women's Development (DMWBD) standards for New York State Disadvantaged Business Enterprise Program.
- Engaged 18 Disadvantaged Businesses to successfully comply with project strict requirements.
- Established a collaborative relationship with Joint Venture construction partners, Owner, Engineer, Architects, and Construction Managing firm.
- Coordinated integration of over fifteen vendors and subcontractors for installation of DSIS, ADAS, and other MEP systems.
- Present at beginning and brought project to completion, which included an extensive red-line, as-built, disadvantage business close-out, and final record document program procedure.

2007-2009 Round Butte Dam Selective Water Withdrawal | Near Madras, Oregon

Project Scope of Work: The project included both marine and heavy civil work on shoreline to construct a fish collection and distribution network on an operational hydroelectric dam. Project included a one-year Design-Assist phase during which time the team worked together to improve the design, constructability, and reduce the overall cost of the facility. The facility included a 700-ton submerged steel bottom structure, a 270-ton vertical buoyant steel structure, and a 1316-ton top structure comprised of floating concrete blocks and a galvanized steel frame.

Project Role: Project Engineer

Responsibilities: Gunlock supported design-assist program with engineer and owner prior to mobilizing to site. Over the course of this project, he:

- Supervised subcontractors and company craft who self-performed shoreline civil work.
- Coordinated daily with detailing engineer, steel fabricators, and erection subcontractor.
- Performed ongoing subcontract and purchase agreement negotiations to meet evolving design requirements.

- Was present at the beginning and brought project to completion, which included an integral powerhouse shutdown of an operational hydroelectric dam.

Additional Experience

2003-2007 Montana Installations Plus | Bozeman, MT

Project Role: Owner

Responsibilities: Gunlock was self-employed at Montana Installations Plus while attending University. His company performed installation of residential cabinetry, appliances, and finish carpentry/trim for various general contractors. Gunlock performed all bidding, purchasing, invoicing, and other administrative tasks to maintain clients.



EDUCATION

2007 Bachelor of Science, Civil Engineering Bio Resource Engineering Option Montana State University, Bozeman, Montana

JASON SPIVEY

PROJECT MANAGER



EXPERIENCE

Years of Total Experience: 19 Years at P&J: 19

Jason Spivey has 19 years of experience in the construction industry and serves as an estimator/project manager for P&J's Industrial & Commercial Group. He is responsible for managing day-to-day operations; scheduling and coordinating work activities with site supervision; tracking equipment, labor, and material utilization; and coordinating material deliveries. He also prepares project submittals and pay applications, participates in project meetings, and interfaces with owner representatives. Spivey also reviews proposal specifications and estimates to determine scope of work and prepares discipline estimates by calculating complete takeoff of scope of work.



TRAINING / CERTIFICATIONS

- First Aid / CPR
- OSHA 30-Hour Construction Safety
- OSHA 10-Hour
- Excavation Competent Person
- Stormwater Erosion Inspector, Florida
- Confined Space Training



REPRESENTATIVE PROJECTS

2020-Present Sebastian Inlet DMMA Sand Excavation & Beach Placement |
Location

Project Scope of Work: The Sebastian Inlet District contracted P&J into renourish a portion of their beach for the sea turtle nesting season. The dredged material used to renourish the beach was provided by the District and needed to be screened before it was loaded onto road trucks and transported to the beach staging area. P&J then loaded off-road trucks and hauled to the proposed beach locations. P&J renourished approximately 2 miles of beach for the District.

2019-2020 Dania Beach Energy Center | Ft. Lauderdale, Florida

Project Scope of Work: The existing power plant was demolished and the existing electric generating facility was replaced with a new combined cycle combustion generating station. Working as a subcontractor to Overland Contracting, P&J's scope included erosion control, excavation, import fill, sheet piling, utility work, and base rock work. Over 300k tons of material were imported, placed, and compacted.

2018-2019 Republic Nine Mile Landfill |

Project Scope of Work: This project involved closure of approximately 30 AC of landfill. P&J performed grading and excavating to design elevations, constructed swales and ditches, installed drainage systems and erosion control measures both temporary and permanent, and placed a cap of a 50/50 mixed (dirt and mulch) material for the final layer of material (2.5' depth).

Additional Experience

2015-2018 Estimator | Zephyrhills, Florida

Role: Estimator for P&J

Responsibilities: Spivey was responsible for preparing portions of contract proposal estimates for P&J's Florida operations, including determination of applicable project plans and specifications. He reviewed proposal specifications and drawings to determine scope of work and required contents of estimate; prepared discipline estimates by calculating

complete takeoff; maintained files of working documents as backup for estimate figures, including current (accurate) information on prices from suppliers through direct contact, sales brochures, price lists, etc.; supported other department personnel as required; reviewed design options and recommend best solutions based on cost, engineering quality, or availability of materials; performed additional assignments per supervisor's direction; attended meetings for potential and current projects; and interacted with clients on both potential and ongoing projects.

2002-2015 Surveyor | Zephyrhills, Florida

Role: Surveyor for P&J

Responsibilities: Spivey travelled to P&J projects throughout the state of Florida to perform surveying activities including managing work crews and supervising construction site plan layouts. He also calculated design specifications, solved problems on site, and inspected all work performed to ensure it was completed per specifications of the contract. Spivey also gained experience conducting work within FDOT ROWs, participated in all jobsite meetings concerning changes and corrections to site plans, and is knowledgeable in many types of job-related equipment and materials.



EDUCATION

High School Graduate

JOHN MATZ

PROJECT MANAGER



EXPERIENCE

Years of Total Experience: 28 Years at P&J: 1

John Matz has more than 25 years of construction industry experience and serves as a Project Manager for P&J's Heavy Civil Group. His responsibilities include review of specifications and plans, development of project objectives, processing of submittals, material procurement, scheduling, processing of change orders, forecasting project budgets and reviewing budget variances, monitoring project progress, tracking project quantities and costs, and preparation of status reports.



TRAINING / CERTIFICATIONS

- OSHA 30-Hour Construction Safety
- First Aid / CPR
- Certified Underground Utility Contractor #CUC1223872
- Certified General Contractor #CGC1515617
- Certified Plumbing Contractor #CFC1429186



REPRESENTATIVE PROJECTS

2021-Present Universal Studios, Project 304 | Orlando, Florida

Project Scope of Work: P&J is performing site development activities, including installation of underground utilities, earthwork, and erosion control, for Universal's new Project 304.

Additional Experience

2021 Guettler Brothers Construction | Fort Pierce, Florida

Role: Estimator for Guettler Brothers Construction

Responsibilities: Matz served as Estimator on all utility operations projects and worked more than \$10M in private utility projects.

2018-2021 Ferguson Waterworks | Fort Pierce, Florida

Role: Outside Sales Manager for Ferguson Waterworks

Responsibilities: Matz began as an inside sales rep and was promoted to outside sales. He successfully bid, secured, and managed more than \$6M in contracts, using his experience with utilities to help contractors maximize margins for both parties.

2014-2018 Key Honey Contracting | Florida Keys, Florida

Role: General Operations Manager for Key Honey Contracting

Responsibilities: Matz worked on septic and sewer projects in the Florida Keys. He served as both a subcontractor and general contractor on vacuum sewer and low pressure sewer projects, as well as installation of more than 3000 grinder stations. He was directly involved with homeowners, design build contractors, and Monroe County staff to complete one of the largest sewer projects in the state of Florida.

2011-2017 Core & Main | Miami, Florida

Role: Branch Manager for Core & Main

Responsibilities: Matz was hired as an Estimator and quickly promoted to Project Manager, then Branch Manager in Miami, Florida. He worked directly with utility contractors on municipal, commercial, and private developments. By working with vendors across the country, he helped grow margins more than 20%.

1994-2010 General Contracting Services, Inc. | Pt Charlotte, Florida

Role: Vice President of Operations for General Contracting Services, Inc.

Responsibilities: Matz started at an entry level position and advanced to a management position within the company. While employed at General Contracting Services, he oversaw revenues of \$6-15M and managed projects profitably, with some exceeding 60% returns.



EDUCATION

Bachelor's Degree, Business Management | Manatee Community College

JERRY L. HENRY

PROJECT SUPERINTENDENT



EXPERIENCE

Years of Total Experience: 43 Years at P&J: 22

Jerry Henry has more than 40 years of construction industry experience and currently serves as a project superintendent for P&J. He is responsible for on-site management of daily operations, coordination of material deliveries, update of the project schedule, performance of site inspections, tracking of daily production, and resolution of field issues.



TRAINING / CERTIFICATIONS

- Supervisor Training Course
- Nuclear Testing Equipment Use Training
- OSHA Safety
- Certified Worksite Traffic Supervisor
- Fundamentals of Personnel Law Supervisors
- American Traffic Safety Service
- NAPA Quality Paving Award
- Confined Space Safety - Competent Person
- CPR - First Aid Trained
- Department of Environmental Protection Inspector
- OSHA 40-Hour HAZWOPER
- OSHA 8-Hour HAZWOPER
- Spotter Trained (Hazardous Materials)



REPRESENTATIVE PROJECTS

2015-Present Blue Origin | Cape Canaveral, Florida

Project Scope of Work: The Blue Origin project involves the construction of a rocket manufacturing facility. It was awarded in multiple contracts over several years. The project scope includes erosion control measures, clearing and grubbing, mass earth excavation and embankment, installation of the storm drainage system, sanitary sewer system, lift stations, water and fire lines, temporary and permanent base construction, and asphalt paving.

2018 Atlanta Braves Spring Training Facility | North Port, Florida

Project Scope of Work: P&J performed site development services for construction of a new spring training facility for the Atlanta Braves Major League Baseball team. The scope of work included roadwork, earthwork, site utilities, and development of baseball practice fields and a stadium. P&J installed 21,000 LF of storm pipe, 5,400 LF of sanitary sewer, 9,500 LF of pressure pipe, and one lift station. Project work also included 65,000 SY of asphalt parking lot, 72,500 SY of grassed parking lot, and 500,000 CY of embankment fill.

2014-2015 South Airport Automated People Mover (APM) & Intermodal Transportation Facility (ITF) | Orlando, Florida

Project Scope of Work: This project involved construction of the South Airport APM & ITF at the Orlando International Airport to support future multi-modal travel connections (including All Aboard Florida) and provide a direct connection to the South Terminal parking garage. P&J was contracted to complete the initial site work and site logistics portion of the project which included clearing and grubbing; site grading; horizontal directional drilling and jack and boring; installation of underground utilities; construction of a lift station, two box culverts, and a temporary bridge; pond excavation and canal embankment construction; and asphalt paving.

2014-2015 Putnam County Central Landfill | Putnam County

Project Scope of Work: P&J was contracted by the Putnam County Board of County Commissioners to mine a portion of the unlined cells located at the landfill. The scope of work

completed by P&J for the project included topsoil stripping, excavation, transportation, screening, and stockpiling or disposal of approximately 344,000 CY of material; grading of excavation areas to finish contours; and stabilization of graded areas by hydroseeding or placement of sod.

2013 Collier County Beach Renourishment Project | Naples, Florida

Project Scope of Work: During the 2012 hurricane season, beaches along the coast of Collier County in Florida experienced erosion due to high winds and rough waters produced by several tropical systems. In September of 2013, the Board of County Commissioner approved the \$9.5M Collier County Beach Renourishment Project and subsequently contracted with P&J to perform the Segment A North - Naples/Park Shore portion of the project. Over the duration of the project, P&J imported over 10,000 loads of sand from the Stewart Mining Industries facility located in Immokalee, Florida which was approximately 65 miles inland from the job site. At the conclusion of the project, P&J had imported and spread a total of 227,500 tons of sand.

2008-2009 Bonnet Creek Resort | Lake Buena Vista, Florida

Project Scope of Work: The scope of work completed by P&J for the project included installation and maintenance of 11,646 LF of silt fence; excavation of 50,223 CY of material; import and placement of 113,604 CY of fill material; mass and finish grading; installation of 25,485 LF of reclaim water main, force main, water main, sanitary sewer line, storm drainage line, and fire main; installation of 14 manholes; construction of 11,256 LF of curbing; placement of 19,372 SY of asphalt paving; and construction of five segmental walls (14,881 total SF) and two cast-in-place buffer walls (300 total LF).

2008 Recovered Materials Processing Facility | Palm Beach County, Florida

Project Scope of Work: P&J was contracted to prepare the 20 acre site where the Recovered Materials Processing Facility was constructed. The scope of work completed by P&J for the project included installation and maintenance of 3,100 LF of silt fence; import and placement of 44,000 CY of fill material; mass and finish grading; installation of 5,282 LF of reinforced concrete pipe and ductile iron pipe for storm drainage; installation of 4,000 LF of water main line, sanitary sewer line, and force main; construction of a lift station; construction of 1,000 SY of sidewalks; and placement of 35,202 SY of asphalt paving and 3,488 SY of concrete paving.

Additional Experience

1979-2000 Florida Department of Transportation | Central Florida

Project Role: General Superintendent

Project Scope of Work: These projects in central Florida included Nova Road Reconstruction (South Daytona), I-4 East (Daytona Beach), I-75 Sumter County (Bushnell), I-4 Volusia (Daytona Beach), State Route 100 (Bunnell), I-95 Lane Additions (Ormond Beach), and State Route 520 (Cocoa Beach).



EDUCATION

High School Graduate

LEONARD LOTT

PROJECT SUPERINTENDENT



EXPERIENCE

Years of Total Experience: 41 Years at P&J: 41

Leonard Lott has more than 40 years of construction industry experience and currently serves as a project superintendent for P&J. He focuses on earthwork and site development for the P&J's Industrial & Commercial Group, and he is responsible for daily supervision of earthwork operations, management of equipment and materials, oversight of subcontractor activities, participation in project meetings, and preparation of daily reports.



TRAINING / CERTIFICATIONS

- CPR / First Aid
- OSHA Safety
- Stormwater Erosion Inspector
- OSHA 10-Hour
- OSHA 30-Hour Construction Safety



REPRESENTATIVE PROJECTS

2019-Present Mosaic WC-1 Dam | Bowling Green, Florida

Project Scope of Work: The WC-1 project is the construction of an 800-acre clay settling area. The project includes excavation and embankment of 12 M CY of sand tailings and overburden material, construction of two (2) spillway structures, storm drainage piping and grassing. The project requires more than 100 pieces of equipment and 120 employees to meet the construction schedule. The fill material was moved with a combination of push/pull scrapers and off-road trucks at a rate of 60,000 CY per day.

2015-2019 Arden Site Development | Palm Beach County, Florida

Project Scope of Work: The Arden project is a mixed-use planned development that includes residential units, recreational facilities, specialty retail space, and a future public school. P&J was awarded a \$30M contract by the Northern Palm Beach County Improvement District and Freehold Communities to complete a turnkey site development package for the 1,200-acre Arden project, which included excavation of site materials; installation of storm pipe, sanitary sewer, and pressure pipe; construction of lift stations and a vehicular bridge, and construction of roadway infrastructure.

2012 Fortenberry Regional Stormwater Management System, Phase 1B | Brevard County, Florida

Project Scope of Work: This project involved expansion of the wet detention pond at the Fortenberry stormwater management facility. The scope of work completed by P&J for this project included excavation and stabilization of site materials to increase the wet detention pond capacity, and construction of a concrete weir and riprap rubber weir spillway.

2009 Diageo Rum Distillery | St. Croix, US Virgin Islands

Project Scope of Work: This project involved construction of the new \$165M Diageo Rum Distillery on the island of St. Croix. P&J's role on the project involved off-island site work construction management; site work equipment management; and supply of on-island materials, labor, and incidentals.

2007-2009 The Shops at Wiregrass | Wesley Chapel, Florida

Project Scope of Work: P&J completed a turnkey site development package for this project that included clearing and grubbing, excavation of site materials, mass and finish grading, installation of underground utilities, and construction of roadways and associated curbing.

2005-2007 Lake Ashton, Phase II Site Development | Polk County, Florida

Project Scope of Work: P&J completed a turnkey site development package for this project that included clearing and grubbing, excavation of site materials, site grading, installation of underground utilities, construction of curbs and placement of asphalt paving, and sodding of disturbed areas.

2002-2007 Bellalago Subdivision Site Development | Osceola County, Florida

Project Scope of Work: P&J completed a turnkey site development package for this project that included excavation of site materials, installation of underground utilities, construction of sidewalks and curbed roadways, and construction of 3 lift stations.



EDUCATION

High School Graduate



COMPANY OWNED EQUIPMENT

Report Selections Criteria

Equipment Code: ALL
 Equipment Type: ALL
 Yard Code: ALL
 Purchase Type: Own
 Print notes: No
 Include components: No
 Include compliance: No
 Division: ALL
 Area: ALL
 Equipment Status: ALL
 Status types: Active
 Include warranties: No
 Include statistics: No

PHILLIPS & JORDAN, INC.
Equipment Type Summary

Equipment Type	Description	Total Owned	Total Rented	Total Leased	Total Equipment
43	ALL TERRAIN UTILITY VEHICLE	48	0	0	48
01	ATTACHMENTS	58	0	0	58
38	BUCKET TRUCK	2	0	0	2
03	CHIPPERS/GRINDERS	4	0	0	4
04	COMPACTORS/ROLLERS	20	0	0	20
56	COMPRESSOR	7	0	0	7
60	CONVEYOR	1	0	0	1
05	CRANE	1	0	0	1
58	DOZER CLEARING	4	0	0	4
20	DOZER HEAVY	27	0	0	27
09	DREDGE EQUIPMENT	2	0	0	2
57	EXCAVATOR CLEARING	16	0	0	16
21	EXCAVATOR HEAVY	32	0	0	32
10	FARM TRACTOR	11	0	0	11
53	FELLERBUNCHER	1	0	0	1
11	FUEL/LUBE TRUCK	25	0	0	25
46	FUEL/OIL TRAILERS	35	0	0	35
12	GENERATOR	11	0	0	11
79	GPS EQUIPMENT	123	0	0	123
24	GRADER	10	0	0	10
49	GRAPPLE/PRENTICE	7	0	0	7
61	HYDROSEEDERS	8	0	0	8
32	LICENSED TRAILER	229	0	0	229
14	LIGHTPLANT	44	0	0	44
22	LOADER	27	0	0	27
16	LOWBOY	4	0	0	4
17	MECHANIC TRUCK	13	0	0	13
40	MECHANICAL TRIMMER	2	0	0	2
18	MISCELLANEOUS	26	0	0	26
51	MOTOR HOME / CAMPER	3	0	0	3
19	MOWER	2	0	0	2

PHILLIPS & JORDAN, INC.
Equipment Type Summary

Equipment Type	Description	Total Owned	Total Rented	Total Leased	Total Equipment
08	ON-ROAD DUMP TRUCK	12	0	0	12
24A	PASSENGER VEHICLE	29	0	0	29
25	PICKUP	495	0	0	495
26	PIT BURNER	5	0	0	5
27	PRESSURE WASHER	4	0	0	4
58A	PUGMILL	1	0	0	1
28	PUMP	23	0	0	23
50	RANCH	5	0	0	5
57A	SITE PREP MACHINE	2	0	0	2
42	SKIDSTEER LOADER	11	0	0	11
33	SPORT UTILITY VEHICLE	6	0	0	6
54	STORAGE CONTAINER	98	0	0	98
39	SWEEPERS/BROOMS/FORK ATTACH.	4	0	0	4
45	TELEHANDLERS/FORK LIFTS	8	0	0	8
64	TRAILER	5	0	0	5
63	UTILITY EQUIPMENT	12	0	0	12
34	UTILITY TRUCK	21	0	0	21
65	VACUUM TRUCK	1	0	0	1
37	WATER TANKER OFF ROAD	8	0	0	8
35	WATER TRUCK	11	0	0	11
Grand Totals:		1,564	0	0	1,564



STATUS OF CONTRACTS ON HAND

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Phillips and Jordan, Inc.

February 20, 2023

Company Name:

Date:

Furnish requested information about all of applicant's active contracts, whether as prime or subcontractors; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	Applicant's Uncompleted Amount as of this Date		Completion Date		
				As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
PATILLO CONSTRUCTION/PLANT CITY, FL - SOUTHERN OAKS OFFSITE	\$	\$ 4,961,304	\$ 1,733,433	\$	\$ -	3/19/2021		2/28/2023
HENSEL PHELPS CONSTRUCTION CO/HURLBURT FIELD, FL HURLBURT SOF & WEAPON HANGER	\$	\$ 17,404,971	\$ 1,295,988	\$	\$ 5,360,887	3/29/2021		10/5/2023
BENDERSON DEVELOPMENT CO/PARRISH, FL CREEKSIDE ON-SITE	\$ 8,909,877	\$	\$ 3,719,666	\$ 83,633	\$	5/31/2021		2/28/2023
MOSAIC FERTILIZER LLC/BOWLING GREEN, FL MOSAIC CLAY SET AREA 0-1B	\$ 27,677,761	\$	\$ 9,361,840	\$ 2,632,479	\$	7/31/2021		3/1/2023
MIRADA II COMMUNITY DEV DISTR/SAN ANTONIO, FL - MIRADA 7A/7B 8A/8B 8C/8D	\$ 9,140,299	\$	\$ 3,032,512	\$ 1,575,149	\$	9/20/2021		2/17/2023
BENDERSON DEVELOPMENT CO/PARRISH, FL CREEKSIDE OUT PARCELS	\$	\$ 361,410	\$ -	\$	\$ -	11/18/2021		2/2/2023
THE HASKELL CO/JACKSONVILLE, FL CECIL AIRPORT E-SIDE DEV	\$	\$ 15,222,079	\$ 998,203	\$	\$ 6,346,819	1/7/2022		3/21/2023
WG YATES 7 SONS CONSTRUCTION CO/ORLANDO, FL - UNIVERSAL PROJECT 304	\$	\$ 22,781,629	\$ 6,522,989	\$	\$ 8,510,202	1/11/2022		10/3/2023
VETERAN DESIGN & CONSTRUCTION/MIMS, FL CC NATIONAL CEMENTARY PHASE II	\$	\$ 10,106,213	\$ 314,624	\$	\$ 6,903,234	1/13/2022		1/3/2025
HAWK PARRISH LAKES LLC/PALMETTO, FL PARRISH LAKES CARTER ROAD	\$ 5,647,826	\$	\$ 2,497,048	\$ 2,346,189	\$	2/10/2022		3/31/2023
HENSEL PHELPS CONSTRUCTION CO/ORLANDO, FL - UNIVERSAL PROJECT 903	\$	\$ 13,679,833	\$ 1,919,598	\$	\$ 4,895,860	3/14/2022		3/16/2024
PATILLO CONSTRUCTION CORP/PLANT CITY, FL WIGGINS ROAD EXCAVATION	\$	\$ 3,527,471	\$ 67,926	\$	\$ 2,344,808	7/31/2022		2/28/2023
WELLEN PARK CONSTRUCTION PARK LLLP/NORTH PORT, FL -WP BB LIVING VILLAGE G	\$ 11,563,015	\$	\$ 2,835,235	\$ 7,543,772	\$	5/26/2022		9/19/2023
The Haskell Company/Fernandina Beach, FL C-MAR Services Nassau WRF	\$	\$ 3,400,679	\$ 30,130	\$ 1,528,754	\$	9/1/2022		10/17/2024
Wellen Park Construction LLLP/Venice, FL Wellen Park LS-3D	\$ 712,983	\$	\$ 300,561	\$ -	\$ -	7/26/2022		2/28/2023
Wellen Park Construction LLLP/Venice, FL WP Rock Crushing	\$ 750,000	\$	\$ -	\$ 250,000	\$	7/26/2022		10/17/2024
The Haskell Company/Jacksonville, FL JAA Cecil Self Perform	\$	\$ 500,000	\$ -	\$ -	\$ 320,899	8/2/2022		10/15/2023
Wellen Park Construction LLLP/Venice, FL WP Market Way Extension Phase 1&2	\$ 4,365,728	\$	\$ 354,788	\$ -	\$ -	12/5/2022		8/15/2023
South Florida Water Mgmt District/Labelle, FL C-43 Canal Water Quality	\$ 24,623,410	\$	\$ -	\$ -	\$ -	1/13/2023		6/28/2024
The Haskell Company/Fort Pierce, FL FPUA IWRP Relocation	\$	\$ 3,302,486	\$ 11,500	\$	\$ 2,852,452	1/9/2023		5/6/2023
Subtotal Uncompleted Work				\$ 14,431,222	\$ 39,063,915			
Total Uncompleted Work on Hand				\$ 53,495,137				



COMPLETED PROJECTS (2YR)

PROJECTS RESPONDENT COMPLETED IN THE LAST TWO YEARS
(Attach additional sheets if necessary)

Company Name: Phillips and Jordan, Incorporated

Date:

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Respondent's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB 1	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION 2	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT 3
NUCOR FROSTPROOF PROJECT	10,904,020	P	HEAVY CIVIL SITEWORK	2019 / 2020	NUCOR STEEL FLORIDA INC / FLORIDA	JOHN ELLIOT / 256.221.0594
PG&E FR AWRR-FUEL REDUCT	11,722,200	P	VEGETATION MANAGEMENT	2018 / 2020	PACIFIC GAS AND ELECTRIC CO. / CALIFORNIA	
CASTLE MOUNTAIN LEACH PAD	11,883,968	S	VEGETATION MANAGEMENT	2019 / 2020	CASTLE MOUNTAIN VENTURE, GP / CALIFORNIA	DOUG MOORE / 801.317.5696
PLANT MCMANUS CDF	12,493,912	P	HEAVY CIVIL SITEWORK	2019 / 2020	GEORGIA POWER / GEORGIA	EDDIE HERNANDEZ-QUINONES / 601.409.0177
GAF LANDFILL CONSTRUCTION	14,821,818	P	HEAVY CIVIL SITEWORK	2018 / 2020	TENNESSEE VALLEY AUTHORITY / TENNESSEE	
LBCR CLEARING&POND PKG 11	17,149,764	S	CLEARING	2018 / 2020	ARCHER WESTERN CONSTRUCTION / TEXAS	
PGE PRE-INSPECTIONS	19,246,399	P	ROW	2019 / 2020	PACIFIC GAS AND ELECTRIC CO. / CALIFORNIA	
PG&E EMERGENCY VEG MGMT	21,767,037	P	VEGETATION MANAGEMENT	2019 / 2020	PACIFIC GAS AND ELECTRIC CO. / CALIFORNIA	
PG&E FR AWRR-EDM WOOD MGM	24,579,308	P	VEGETATION MANAGEMENT	2018 / 2020	PACIFIC GAS AND ELECTRIC CO. / CALIFORNIA	
CATAWBA RIVER WTPRWRE	35,349,858	P	WATER RESOURCES	2018 / 2020	CATAWBA RIVER WATER SUPPLY PRO / SOUTH CAROLINA	RANDY HAWKINS / 803.286.5957
PROJECT NHA STARBELT	50,115,916	S	HEAVY CIVIL SITEWORK	2018 / 2020	HOLDER CONSTRUCTION GROUP LLC / ALABAMA	BRANDON HARPER / 678.778.1900
SHF LANDFILL STAGE 1 CONS	44,877,123		HEAVY CIVIL SITEWORK	2018 / 2021	TENNESSEE VALLEY AUTHORITY / TENNESSEE	
NORTH FORK SPILLWAY/EMBAN	38,652,990		WATER RESOURCES	2017 / 2021	CITY OF ASHEVILLE / NORTH CAROLINA	LESLIE CARREIRO / 828.271.6101
NAVY FED CREDIT UNION PH2	20,471,048	S	HEAVY CIVIL SITEWORK	2016 / 2021	HENSEL PHELPS / FLORIDA	JUSTIN STARNES / 813.482.2073
MAGNOLIA PUD PHASE 2	19,390,060	P	HEAVY CIVIL SITEWORK	2019 / 2021	HR CHARLESTON III, LLC / SOUTH CAROLINA	MATT LANEY / 320.292.9391
FPL 500KV REBUILD PH H1	24,831,811		VEGETATION MANAGEMENT	2020 / 2021	FLORIDA POWER & LIGHT / FLORIDA	JOHN KOPPLIN / JOHN.KOPPLIN@FPL.COM
RISNW21090-WEATHER EVENT	15,936,421		EMERGENCY SERVICES	2021 / 2021	VDOT RICHMOND DISTRICT / VIRGINIA	

PROPOSAL BOND
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF Florida)
)
COUNTY OF Pasco) SS

KNOWN ALL MEN BY THESE PRESENTS, that Phillips and Jordan, Incorporated as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto Wiregrass II Community Development District, in the penal sum of Dollars (\$^{Five Percent of Amount Bid}_(5%)) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal, dated February 20, 2023.

NOW THEREFORE,

- (a) If the Principal will not withdraw said Proposal within one hundred twenty (120) days after Proposal Opening date, and shall within ten (10) calendar days after issuance of the Notice of Award, enter into the Contract Documents with the Wiregrass II Community Development District in accordance with the Proposal as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, and in accordance with Section 255.05, *Florida Statutes* Contract Bond for the faithful performance and proper fulfillment of such Contract Documents, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal will pay Wiregrass II Community Development District the difference between the amount specified, in said Proposal and the amount for which Wiregrass II Community Development District may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.

[Signature Page Follows]

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of February A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If Sole Proprietor or Partnership, two (2) Witnesses are required. If Corporation, Secretary will attest and affix seal.

WITNESSES:

Christina M. Edwards
Spencer Marple

PRINCIPAL:

Phillips and Jordan, Incorporated
NAME OF FIRM

[Signature]

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Senior V.P.

TITLE

10142 Parkside Dr. Suite #500
BUSINESS ADDRESS

Knoxville, TN
CITY STATE

37922



WITNESS

DocuSigned by:
Catherine D. Henry

980CC8CF0A84E1...

DocuSigned by:
Martyn Spoon

17D9AA87A45E4C0

SURETY:

Liberty Mutual Insurance Company
CORPORATE SURETY

Catherine L. McMillan

ATTORNEY-IN-FACT (AFFIX SEAL) Catherine L. McMillan, FL License #: P131422



BUSINESS ADDRESS
175 Berkeley Street
Boston, MA 02116

CITY STATE

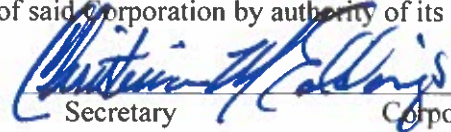
Marsh McLennan Agency
NAME OF LOCAL INSURANCE AGENCY

Countersigned By:

Scott Dryden Harford
Scott Dryden Harford, Florida License Agent
FL License: D021322

CERTIFICATE AS TO CORPORATE PRINCIPAL
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

I, CHRISTINA M. EDDINGS, certify that I am the ^{Asst}Secretary of the Corporation named as Principal in the attached bond; that Asst Phelps who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.



 Secretary Corporate Seal

STATE OF Tennessee)
) SS
 COUNTY OF Knox)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that she is the Attorney-In-Fact, for the Liberty Mutual Insurance Company and that he has been authorized by Liberty Mutual Insurance Company to execute the foregoing bond on behalf of the surety named therein in favor of Wiregrass II Community Development District.

Sworn to before me this 20th day of February, 2023.

DocuSigned by:
Endia S. Williams
 05/06/2023
ED4AEF264904401
 Notary Public / Expiration Date:

(SEAL)



(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets	Liabilities
Cash and Bank Deposits.....	\$2,234,770,744
*Bonds — U.S Government.....	4,250,615,811
*Other Bonds.....	16,983,165,862
*Stocks.....	20,075,458,019
Real Estate.....	182,250,567
Agents' Balances or Uncollected Premiums.....	7,607,687,836
Accrued Interest and Rents.....	120,173,987
Other Admitted Assets.....	14,076,622,575
Total Admitted Assets.....	<u>\$65,530,745,401</u>
	Unearned Premiums..... \$9,106,965,847
	Reserve for Claims and Claims Expense..... 25,279,158,493
	Funds Held Under Reinsurance Treaties..... 315,537,902
	Reserve for Dividends to Policyholders..... 1,726,291
	Additional Statutory Reserve..... 139,634,000
	Reserve for Commissions, Taxes and Other Liabilities..... 8,638,106,801
	Total..... \$43,481,129,334
	Special Surplus Funds..... \$178,192,363
	Capital Stock..... 10,000,075
	Paid in Surplus..... 11,804,736,755
	Unassigned Surplus..... 10,056,686,874
	Surplus to Policyholders..... 22,049,616,067
	Total Liabilities and Surplus..... <u>\$65,530,745,401</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

TAMIKOLAJEWSKI

Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204351-969405

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine L. McMillan, Endia Williams, Marilyn S. Spoon, Tom McCarley

all of the city of Knoxville state of TN each individually if there be more than one named, its true and lawful attorney-in-fact to make execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of October, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 29, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 2023.




By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

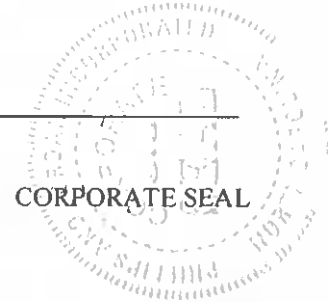
AFFIDAVIT FOR CORPORATION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF Florida)
) SS
COUNTY OF Pasco)

Art Phelps
(title) Sr. Vice President
of the Phillips and Jordan, Incorporated
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

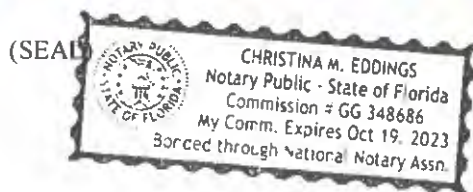


(Officer must also sign here)



Sworn to before me by means of () physical presence or () online notarization this 20th day of February, 2023.


Notary Public / Expiration Date: 10/19/2023



SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

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

1. This sworn statement is submitted to Wiregrass II Community Development District
(print name of the public entity)

by Art Phelps / Sr. Vice President
(print individual's name and title)

for Phillips and Jordan, Incorporated
(print name of entity submitting sworn statement)

whose business address is

30115 SR 52, Suite 301

San Antonio, FL 33576

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0694573

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

-
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(signature)

STATE OF FLORIDA
COUNTY OF Pasco

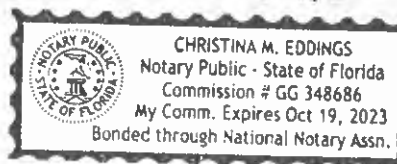
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Art Phelps of Phillips and Jordan, Incorporated who is personally known to me or who has produced as identification, and did or did not [] take the oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: 10/19/2023

(SEAL)



AFFIDAVIT OF NON-COLLUSION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF Pasco

I, Art Phelps, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Officer (officer or principal) in the firm of Phillips and Jordan, Incorporated, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

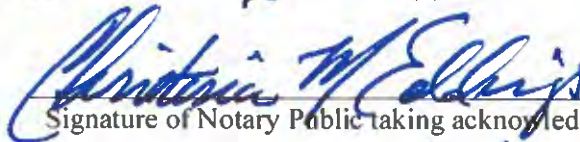
Dated this 20th day of February, 2023.



Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF Pasco

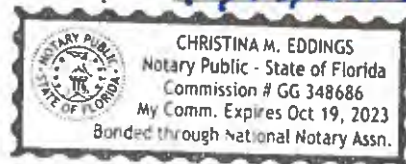
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Art Phelps of Phillips and Jordan, Incorporated who is personally known to me or who has produced _____ as identification, and did or did not [] take the oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: 10/19/2025

(SEAL)



**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

**CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA**

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

1. This sworn statement is submitted to Wiregrass II Community Development District

by Art Phelps / Sr. Vice President
(print individual's name and title)

for Phillips and Jordan, Incorporated
(print name of entity submitting sworn statement)

whose business address is

30115 SR 52, Suite 301, San Antonio, FL 33576

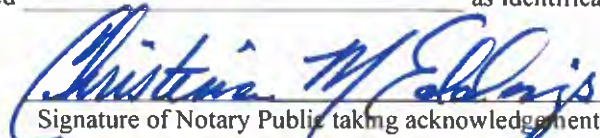
2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Wiregrass II Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the Wiregrass II Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



Signature by authorized representative of Proposer

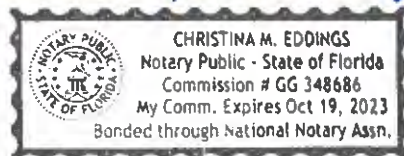
STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Art Phelps of Phillips and Jordan, Incorporated who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Signature of Notary Public taking acknowledgment

My Commission Expires: 10/19/2023 (SEAL)



TRENCH SAFETY ACT COMPLIANCE STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: Twenty One Thousand Six Hundred forty Five Dollars (Written)
\$21,645.00 (Figures).
3. The amount listed above has been included within the Proposal.

Dated this 20th day of February, 2023.

Proposer: Phillips and Jordan, Incorporated

By: [Signature]

Title: Sr. Vice President

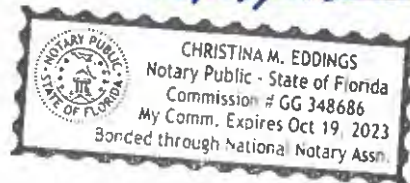
STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Art Phelps of Phillips and Jordan, Incorporated who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[Signature]
Signature of Notary Public taking acknowledgement

My Commission Expires: 10/19/2023

(SEAL)



TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Sloping/Trench Box	21,645	\$1.00/LF	\$21,645
Project Total			\$21,645

Dated this 20th day of February, 2023.

Proposer: Phillips and Jordan, Incorporated

By: *Art Phelps*
 Title: Sr. Vice President

STATE OF Florida
 COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Art Phelps of Phillips and Jordan, Incorporated who is personally known to me or who has produced as identification, and did [] or did not [] take the oath.

Christina M. Eddings
 Notary Public, State of Florida
 Print Name: CHRISTINA M. EDDINGS
 Commission No.: Notary Public - State of Florida Commission # GG 348686
 My Commission Expires: My Comm. Expires Oct 19, 2023
 Bonded through National Notary Assn.

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

Contractor: Phillips and Jordan, Incorporated

Contact: Art Phelps

Address: 30115 SR 52, Suite 301, San Antonio, FL 33576

Phone: 813.783.1132 Fax: n/a Email: flestimate@pandj.com

Typical Work Description: Construction Services will include construction of the District's Phase 3B and 4 collector road project, and all work associated with these types of activities.


Owner: Wiregrass II Community Development District

Minimum Qualifications: Proposers for the Wiregrass II Community Development District projects shall have the following minimum qualifications:

- (1) Proposer, or its applicable subcontractors, must have a current active Certificate of Qualification from FDOT per Chapter 14-22, F.A.C, in all of the major classes of work applicable to this Project. Specifically, the Proposer must be pre-qualified in all of the following major classes of work: Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Hot Plan-Mixed Bitum Course, Pavement Marking, and Roadway Signing.
- (2) Proposer, or its applicable subcontractors, constructing any water/wastewater/reclaimed water systems must hold a State Underground Utility and Excavation Contractor's License, issued by the Construction Industry Licensing Board of the State of Florida.
- (3) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$2,500,000 within the last seven (7) years.
- (4) Proposer will have minimum bonding capacity of \$5,000,000 from a Surety Company acceptable to the District.
- (5) Proposer is authorized to do business in Florida.
- (6) Proposer is registered with Pasco County and is a licensed contractor in the State of Florida.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Wiregrass II Community Development District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Project in accordance with the Project Manual.



Contractor Name
Sr. Vice President 2/20/2023
Contractor Title Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

STONE, HEATH ELLIS

PHILLIPS AND JORDAN, INCORPORATED
10142 PARKSIDE DRIVE SUITE 500
KNOXVILLE TN 37922

LICENSE NUMBER: CGC1527351

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2023

Expires September 30th



ACCOUNT #: 98804
SIC CODE: 1522.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
GENERAL CONTRACTOR
STATE LICENSE #
CGC1527351

OWNER/QUALIFYING AGENT
STONE HEATH ELLIS

PHILLIPS AND JORDAN INC

30115 STATE RD 52 STE 102
SAN ANTONIO, FL 33576

LOCATION ADDRESS:
30115 STATE RD 52 STE 102
SAN ANTONIO, FL 33576

DATE	RECEIPT	AMOUNT
08/09/2022	22-0-123708	53.75

Dear Business Owner:

Your 2023 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076

State of Florida

Department of State

I certify from the records of this office that PHILLIPS AND JORDAN, INCORPORATED is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 11, 1974.

The document number of this corporation is 832152.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 21, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of June, 2022*



A handwritten signature in black ink, appearing to be "C. J. ...", written over a horizontal line.

Secretary of State

Tracking Number: 5008221759CU

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

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 11, 2022

PHILLIPS AND JORDAN, INCORPORATED
P.O. BOX 52050
KNOXVILLE, TENNESSEE 37950-2050

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor AA". The signature is written in a cursive style.

for Alan Autry, Manager
Contracts Administration Office

AA:cg



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2022

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

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


PRODUCER Scott Insurance (Knoxville, TN) 10100 Global Way Knoxville TN 37932	CONTACT NAME: Carla Cook PHONE (A/C, No, Ext): 865-684-1795 E-MAIL ADDRESS: ccook@scottins.com	FAX (A/C, No): 434-455-8884
	INSURER(S) AFFORDING COVERAGE	
INSURED PHIL-10 Phillips & Jordan, Inc. 10142 Parkside Drive, Suite 500 Knoxville TN 37922	INSURER A: American Contractors Insurance (A) NAIC # 12300	
	INSURER B: ACIG Insurance Company (A) 19984	
	INSURER C: Everest Indemnity Insurance Company (A+) 10851	
	INSURER D: National Fire Insurance Company of Hartford (A) 20478	
	INSURER E: Continental Insurance Company (A) 35289	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1460059063 **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 SUBR (INSR) 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 <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL22A00037	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		AL22000013	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		7014992500	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Add'l limits below \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCA000003522 WCA000008022 WCA000011622	6/1/2022 6/1/2022 6/1/2022	6/1/2023 6/1/2023 6/1/2023	<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
D C	Auto Liability for Florida Additional Excess Liability		6081134529 (FL ONLY) XC4EX00141-221	6/1/2022 6/1/2022	6/1/2023 6/1/2023	Combined Single Limit 5,000,000 Each Occurrence/Agg 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability, Auto Liability and umbrella liability are primary and non-contributory if required by written contract. Certificate Holder is additional insured as respects general, auto and umbrella liability if required by written contract. A waiver of subrogation as respects workers compensation, general, auto and umbrella liability applies in favor of the Certificate Holder if required by written contract. 30 day notice of cancellation will be provided to the certificate holder except for nonpayment of premium.

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION 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 



**MARSH & MCLENNAN
AGENCY**

LOCALLY KNOWN AS J. SMITH LANIER & CO.

Marsh & McLennan Agency LLC
413 Northshore Dr., SW, Suite E
Knoxville, TN 37919
865-588-7200
www.marshmma.com

October 21, 2022

Re: Phillips and Jordan, Incorporated


To Whom It May Concern:

MMA - J. Smith Lanier & Co. and the Liberty Mutual Insurance Company, Boston, MA (Phone 617-357-9500) are proud to have handled the bonding needs of Phillips and Jordan, Incorporated the past 14 years. The Liberty Mutual Insurance Company is an A "Excellent" AM Best Rated Company and are US. Treasury Listed, licensed in all states. We constantly monitor the manner in which Phillips and Jordan, Incorporated meets their construction and financial obligations to owners, subcontractors, suppliers and the credit community. We are pleased to report that Phillips and Jordan, Incorporated is an extremely strong and stable company in financial terms and handle these obligations in an exemplary manner.

While we would certainly give consideration to higher limits should specific conditions require doing so, we currently have in place for Phillips and Jordan, Incorporated a single program exceeding \$1,000,000,000 with an aggregate exceeding \$1,750,000,000 bonding line, with approximately \$1,000,000,000 available capacity. We anticipate no problems in issuing 100% Performance and Payment Bonds for any project Phillips and Jordan, Incorporated chooses to pursue. Naturally, the execution of any final bonds will be subject to a mutually satisfactory review of the bonds, final contract terms, conditions and financing by our client and us.

Should you have questions or if we may be of assistance, please feel free to contact us.

Sincerely,

DocuSigned by:

AADD4F6CA1C541C...

Catherine L. McMillan
Attorney-In-Fact



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

February 20, 2023

SUMMARY SHEET

ONSITE


SCHEDULE A	GENERAL CONDITIONS	\$	<u>735,365.13</u>
SCHEDULE B	EARTHWORK	\$	<u>5,094,578.17</u>
SCHEDULE C	PAVING	\$	<u>2,384,113.91</u>
SCHEDULE D	STORM	\$	<u>1,095,557.56</u>
SCHEDULE E	SANITARY - FORCEMAIN	\$	<u>367,019.28</u>
SCHEDULE F	WATER - POTABLE	\$	<u>622,949.33</u>
SCHEDULE G	WATER - RECLAIMED	\$	<u>811,527.73</u>

TOTAL ALL SCHEDULES : \$ 11,111,111.11

TOTAL DAYS TO SUBSTANTIAL COMPLETION : 259 DAYS

TOTAL DAYS TO FINAL COMPLETION : 289 DAYS

The Kearney Companies, LLC



Jake Hansen

Vice President

9625 Wes Kearney Way

Riverview, FL 33578

(813) 421-6601



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE B: EARTHWORK

SCHEDULE TOTAL: \$ 5,094,578.17

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CLEAR AND GRUB / DISK SITE	1	LS	\$ 318,436.13	\$ 318,436.13
2.	SITE EXCAVATION AND GRADING	1	LS	\$ 50,775.45	\$ 50,775.45
3.	POND EXCAVATION AND GRADING (2,000-2,500 LF)	1	LS	\$ 203,722.85	\$ 203,722.85
4.	POND EXCAVATION AND GRADING (3,000-3,500 LF) - M17-3	1	LS	\$ 161,941.06	\$ 161,941.06
5.	OFFSITE FILL (LOTS / ROADWAY / TRENCH BACKFILL) - PLACE AND COMPACT	136,403	CY	\$ 25.06	\$ 3,418,259.18
6.	MODULAR BLOCK RETAINING WALL (4 EA.)	1,644	SF	\$ 37.85	\$ 62,225.40
7.	54" PED./BIKE ALUMINUM PICKET RAILING (FDOT INDEX 851)	227	LF	\$ 388.64	\$ 88,221.28
8.	<u>SOD - BAHIA</u>				
	A. POND SLOPES	5,348	SY	\$ 3.02	\$ 16,150.96
	B. SWALES	1,893	SY	\$ 3.02	\$ 5,716.86
	C. SOD BEHIND CURB	3,758	SY	\$ 3.02	\$ 11,349.16
	D. 4:1 SLOPES	25,224	SY	\$ 3.02	\$ 76,176.48
	E. RIGHT OF WAY	18,850	SY	\$ 3.02	\$ 56,927.00
	F. BERMS	335	SY	\$ 3.02	\$ 1,011.70
9.	<u>SEED AND MULCH</u>				
	A. MASS GRADE AREA	29,579	SY	\$ 0.27	\$ 7,986.33
10.	5-STRAND BARBED WIRE FENCE WITH GATES	13,480	LF	\$ 13.42	\$ 180,901.60
11.	TREE PLANTING AND REPLACEMENT PER C2.04	1	LS	\$ 37,723.62	\$ 37,723.62
12.	MITIGATION AND LITTORAL PLANTING	1	LS	\$ 285,342.08	\$ 285,342.08
13.	TREE IRRIGATION	1	LS	\$ 111,711.03	\$ 111,711.03



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE C: PAVING

SCHEDULE TOTAL: \$ 2,384,113.91

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING ASPHALT PAVEMENT	2	EA	\$ 2,259.54	\$ 4,519.08
2.	<u>COLLECTOR ROAD</u>				
A.	1" ASPHALT, TYPE FC-9.5 20% RAP	26,496	SY	\$ 11.06	\$ 293,045.76
B.	2" ASPHALT, TYPE SP-12.5 40% RAP	26,496	SY	\$ 15.20	\$ 402,739.20
C.	10" CRUSHED CONCRETE (LBR 150)	26,496	SY	\$ 25.51	\$ 675,912.96
D.	12" STABILIZED SUBGRADE (LBR 40)	26,496	SY	\$ 8.38	\$ 222,036.48
3.	<u>M17-3 HAUL ROAD</u>				
A.	12" STABILIZED SUBGRADE (LBR 40)	2,387	SY	\$ 10.86	\$ 25,922.82
4.	<u>REMOVE AND REPLACE EXISTING SIDEWALK</u>				
A.	REMOVE SIDEWALK AND DISPOSE OFFSITE	290	SF	\$ 8.72	\$ 2,528.80
B.	4" SIDEWALK (FIBER REINFORCED)	290	SF	\$ 5.67	\$ 1,644.30
5.	TYPE "F" CURB AND GUTTER	13,666	LF	\$ 24.26	\$ 331,537.16
6.	TYPE "RA" CURB AND GUTTER	41	LF	\$ 30.51	\$ 1,250.91
7.	DROP CURB	136	LF	\$ 44.99	\$ 6,118.64
8.	CURB TRANSITION	84	LF	\$ 44.99	\$ 3,779.16
9.	4' CONCRETE TRAFFIC SEPARATOR	88	SF	\$ 21.56	\$ 1,897.28
10.	12" STABILIZED SUBGRADE UNDER CURB (LBR 40)	14,015	LF	\$ 3.06	\$ 42,885.90
11.	4" SIDEWALK (FIBER REINFORCED)	44,129	SF	\$ 5.67	\$ 250,211.43
12.	ADA RAMPS	12	EA	\$ 1,490.15	\$ 17,881.80
13.	DEAD END BARRICADE - REMOVE	21	EA	\$ 258.90	\$ 5,436.90
14.	SIGNAGE AND PAVEMENT MARKING	1	LS	\$ 73,830.13	\$ 73,830.13
15.	MAINTENANCE OF TRAFFIC	1	LS	\$ 20,935.20	\$ 20,935.20



EXHIBIT "A"
PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE D: STORM

SCHEDULE TOTAL: \$ 1,095,557.56

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT CURB INLET TO EXISTING 30" RCP	1	EA	\$ 2,668.43	\$ 2,668.43
2.	18" CLASS III RCP	1,161	LF	\$ 74.37	\$ 86,343.57
3.	24" CLASS III RCP	1,628	LF	\$ 103.59	\$ 168,644.52
4.	30" CLASS III RCP	788	LF	\$ 146.40	\$ 115,363.20
5.	36" CLASS III RCP	568	LF	\$ 195.30	\$ 110,930.40
6.	42" CLASS III RCP	89	LF	\$ 253.62	\$ 22,572.18
7.	48" CLASS III RCP	568	LF	\$ 307.93	\$ 174,904.24
8.	DEWATERING AND/OR STONE BEDDING	4,802	LF	\$ 13.13	\$ 63,050.26
9.	STORM SEWER INSPECTION	4,802	LF	\$ 6.71	\$ 32,221.42
10.	<u>RCP FES</u>				
	A. 24"	3	EA	\$ 4,066.56	\$ 12,199.68
	B. 42"	1	EA	\$ 7,456.44	\$ 7,456.44
11.	RIP-RAP	200	SY	\$ 121.89	\$ 24,378.00
12.	FDOT TYPE "P5" CURB INLET	13	EA	\$ 7,318.60	\$ 95,141.80
13.	FDOT TYPE "J5" CURB INLET	1	EA	\$ 12,021.30	\$ 12,021.30
14.	FDOT TYPE "P6" CURB INLET	8	EA	\$ 7,569.88	\$ 60,559.04
15.	FDOT TYPE "J6" CURB INLET	2	EA	\$ 15,807.88	\$ 31,615.76
16.	RETAINING WALL PIPE SADDLES - QUADRUPLE 36"	2	EA	\$ 10,997.51	\$ 21,995.02
17.	RETAINING WALL PIPE SADDLES - QUADRUPLE 42"	2	EA	\$ 13,194.78	\$ 26,389.56
18.	INLET PROTECTION	24	EA	\$ 146.94	\$ 3,526.56
19.	TYPE "D" CONTROL STRUCTURE WITH F/G SKIMMER	2	EA	\$ 11,788.09	\$ 23,576.18



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE E: SANITARY FORCEMAIN

SCHEDULE TOTAL: \$ 367,019.28

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING 24" MAIN (2' ABOVE EXISTING FIBER OPTIC LINE)	1	EA	\$ 92,913.01	\$ 92,913.01
2.	24" X 8" TAPPING SLEEVE AND VALVE	1	EA	\$ 9,822.13	\$ 9,822.13
3.	8" WET TAP	1	EA	\$ 1,428.48	\$ 1,428.48
4.	8" C900 DR 18 PVC	3,744	LF	\$ 42.74	\$ 160,018.56
5.	6" C900 DR 18 PVC	551	LF	\$ 28.90	\$ 15,923.90
6.	LOCATOR TAPE	4,295	LF	\$ 0.25	\$ 1,073.75
7.	LOCATOR WIRE	8,590	LF	\$ 0.55	\$ 4,724.50
8.	PRESSURE TEST	1	LS	\$ 4,705.08	\$ 4,705.08
9.	JOINT RESTRAINTS	1	LS	\$ 10,589.73	\$ 10,589.73
10.	8" PLUG VALVE AND BOX	6	EA	\$ 2,762.92	\$ 16,577.52
11.	6" PLUG VALVE AND BOX	9	EA	\$ 1,953.32	\$ 17,579.88
12.	8" X 6" MJ CROSS	1	EA	\$ 1,485.72	\$ 1,485.72
13.	8" X 6" MJ TEE	3	EA	\$ 1,295.81	\$ 3,887.43
14.	8" 45° MJ BEND	1	EA	\$ 1,041.94	\$ 1,041.94
15.	8" 22-1/2° MJ BEND	1	EA	\$ 1,037.33	\$ 1,037.33
16.	8" 11-1/4° MJ BEND	1	EA	\$ 1,012.22	\$ 1,012.22
17.	AIR RELEASE VALVE - AUTOMATIC	2	EA	\$ 7,564.25	\$ 15,128.50
18.	TEMPORARY BLOWOFF	6	EA	\$ 1,105.10	\$ 6,630.60
19.	<u>REMOVE AND REPLACE EXISTING SIDEWALK</u>				
	A. REMOVE SIDEWALK AND DISPOSE OFFSITE	100	SF	\$ 8.72	\$ 872.00
	B. 4" SIDEWALK (FIBER REINFORCED)	100	SF	\$ 5.67	\$ 567.00



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE F: WATER - POTABLE

SCHEDULE TOTAL: \$ 622,949.33

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING 36" MAIN (2' BELOW EXISTING FIBER OPTIC LINE)	1	EA	\$ 98,662.95	\$ 98,662.95
2.	TEMPORARY CONNECTION ASSEMBLY	1	EA	\$ 6,305.76	\$ 6,305.76
3.	24" C900 DR 18 PVC	20	LF	\$ 295.54	\$ 5,910.80
4.	12" C900 DR 18 PVC	3,807	LF	\$ 79.43	\$ 302,390.01
5.	LOCATOR TAPE	3,827	LF	\$ 0.25	\$ 956.75
6.	LOCATOR WIRE	7,654	LF	\$ 0.55	\$ 4,209.70
7.	PRESSURE TEST AND CHLORINATION	1	LS	\$ 6,171.90	\$ 6,171.90
8.	CHLORINE INJECTION POINT	2	EA	\$ 450.48	\$ 900.96
9.	SAMPLING POINT	1	EA	\$ 918.82	\$ 918.82
10.	JOINT RESTRAINTS	1	LS	\$ 39,742.00	\$ 39,742.00
11.	12" GATE VALVE AND BOX	11	EA	\$ 5,010.80	\$ 55,118.80
12.	12" MJ CROSS	1	EA	\$ 2,017.59	\$ 2,017.59
13.	12" MJ TEE	3	EA	\$ 1,446.74	\$ 4,340.22
14.	12" 45° MJ BEND	2	EA	\$ 939.21	\$ 1,878.42
15.	36" X 24" MJ REDUCER	1	EA	\$ 7,728.76	\$ 7,728.76
16.	24" X 12" MJ REDUCER	1	EA	\$ 3,008.03	\$ 3,008.03
17.	FIRE HYDRANT ASSEMBLY (12" TEE)	7	EA	\$ 8,102.20	\$ 56,715.40
18.	FIRE HYDRANT FLOW TEST AND COLOR CODE	7	EA	\$ 217.40	\$ 1,521.80
19.	AIR RELEASE VALVE - AUTOMATIC	3	EA	\$ 6,255.04	\$ 18,765.12
20.	TEMPORARY BLOWOFF	6	EA	\$ 947.59	\$ 5,685.54



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE G: WATER - RECLAIMED

SCHEDULE TOTAL: \$ 811,527.73

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING 16" MAIN	1	EA	\$ 5,670.81	\$ 5,670.81
2.	16" C900 DR 18 PVC	3,654	LF	\$ 124.38	\$ 454,484.52
3.	12" C900 DR 18 PVC	542	LF	\$ 81.09	\$ 43,950.78
4.	LOCATOR TAPE	4,196	LF	\$ 0.25	\$ 1,049.00
5.	LOCATOR WIRE	8,392	LF	\$ 0.55	\$ 4,615.60
6.	PRESSURE TEST AND CHLORINATION	1	LS	\$ 6,171.90	\$ 6,171.90
7.	JOINT RESTRAINTS	1	LS	\$ 41,137.98	\$ 41,137.98
8.	16" GATE VALVE AND BOX	6	EA	\$ 10,896.50	\$ 65,379.00
9.	12" GATE VALVE AND BOX	9	EA	\$ 5,047.34	\$ 45,426.06
10.	16" X 12" MJ CROSS	1	EA	\$ 3,440.39	\$ 3,440.39
11.	16" X 12" MJ TEE	3	EA	\$ 2,491.58	\$ 7,474.74
12.	16" 45° MJ BEND	2	EA	\$ 1,815.62	\$ 3,631.24
13.	AIR RELEASE VALVE - AUTOMATIC	2	EA	\$ 6,816.76	\$ 13,633.52
14.	TEMPORARY BLOWOFF	6	EA	\$ 1,141.37	\$ 6,848.22
15.	<u>SCHEDULE 40 PVC SLEEVES</u>				
A.	2"	4,970	LF	\$ 3.09	\$ 15,357.30
B.	4"	2,485	LF	\$ 9.04	\$ 22,464.40
C.	6"	2,485	LF	\$ 14.43	\$ 35,858.55
D.	COMMON TRENCH FOR IRRIGATION SLEEVES	2,485	LF	\$ 12.08	\$ 30,018.80
E.	TRENCH MARKERS	76	EA	\$ 64.67	\$ 4,914.92



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

February 20, 2023

SUMMARY SHEET

ONSITE

SCHEDULE A	GENERAL CONDITIONS	\$	<u>735,365.13</u>
SCHEDULE B	EARTHWORK	\$	<u>5,094,578.17</u>
SCHEDULE C	PAVING	\$	<u>2,384,113.91</u>
SCHEDULE D	STORM	\$	<u>1,095,557.56</u>
SCHEDULE E	SANITARY - FORCEMAIN	\$	<u>367,019.28</u>
SCHEDULE F	WATER - POTABLE	\$	<u>622,949.33</u>
SCHEDULE G	WATER - RECLAIMED	\$	<u>811,527.73</u>

TOTAL ALL SCHEDULES : \$ 11,111,111.11

TOTAL DAYS TO SUBSTANTIAL COMPLETION : 259 DAYS

TOTAL DAYS TO FINAL COMPLETION : 289 DAYS

The Kearney Companies, LLC

9625 Wes Kearney Way

Riverview, FL 33578

(813) 421-6601

Jake Hansen

Vice President



KEARNEY COMPANIES



- PROJECT: CHANCEY ROAD PHASE 3
- CLIENT: WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
- DATE: FEBRUARY 20, 2023



PROJECT INFORMATION

PROJECT NAME: CHANCEY ROAD PHASE 3

PROJECT LOCATION: PASCO COUNTY, FLORIDA

CLIENT: WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

• OFFICIAL PROPOSAL FORM	SECTION 1
• PROPOSAL BOND	SECTION 2
• CERT. CORPORATE PRINCIPAL	SECTION 3
• AFFIDAVIT FOR CORPORATION	SECTION 4
• SWORN STATEMENT OF PUBLIC ENTITY CRIMES	SECTION 5
• AFFIDAVIT OF NON-COLLUSION	SECTION 6
• SWORN STATEMENT SCRUTINIZED COMPANIES	SECTION 7
• TRENCH SAFETY ACT	SECTION 8
• MINIMUM QUALIFICATIONS STATEMENT	SECTION 9
• PROJECT SCHEDULE	SECTION 10
• SCHEDULE OF VALUES	SECTION 11
• INSURANCE CERTIFICATION	SECTION 12
• RESUMES	SECTION 13
• PROPOSED STAFFING LEVELS	SECTION 14
• THREE REFERENCES FROM PROJECTS OF SIMILAR SIZE & SCOPE.....	SECTION 15
• LICENSES & AUTHORIZED TO DO BUSINESS IN STATE OF FLORIDA	SECTION 16
• BONDING LETTER	SECTION 17



KEARNEY
COMPANIES



SECTION 1 – OFFICIAL PROPOSAL FORM

OFFICIAL PROPOSAL FORM
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

TO BE SUBMITTED TO:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
c/o District Manager
Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
(813) 994-1001

on or before February 20, 2023 at 3:00 P.M.

PUBLIC OPENING

TO: WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

FROM: The Kearney Companies, LLC
(Proposer)

In accordance with the Request for Proposals inviting proposals for **Wiregrass II Community Development District –Chancey Road Phase 3 Project** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to earthwork, stormwater/drainage improvements, water and wastewater systems, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed.

All Work shall be performed in accordance with FDOT’s “Standard Specifications for Road and Bridge Construction,” 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements included in the Project Manual and in accordance with the approved permits, plans and specifications.

All Proposals shall be for complete Work in accordance with the Drawings. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract Documents with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Bid Tabulation.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and any amendments thereto, General Conditions, Supplementary Conditions, the drawings, specifications, and supplementary information and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Bid Tabulation.

Addendum No. <u> 1 </u>	Dated: <u> 02 </u> / <u> 16 </u> / <u> 23 </u>
Addendum No. <u> 2 </u>	Dated: <u> 02 </u> / <u> 16 </u> / <u> 23 </u>
Addendum No. <u> </u>	Dated: <u> </u> / <u> </u> / <u> </u>
Addendum No. <u> </u>	Dated: <u> </u> / <u> </u> / <u> </u>

TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

Time is of the essence for the construction of this project. The Proposer shall prepare its proposal based on a construction schedule submitted by the Proposer. The Proposer agrees that the Work contained within the Contract Documents shall reach Substantial Completion within 259 calendar days (*Proposer to provide*) of issuance of a Notice to Proceed and reach Final Completion not later than thirty (30) calendar days after the deadline for reaching Substantial Completion (hereinafter called “Time of Completion” or “Contract Time”). The Proposer acknowledges and agrees that by submitting this Proposal it is agreeing to complete the Work within **two-hundred and seventy (270) calendar days** of issuance of the Notice to Proceed. Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Contract Documents, the adjusted time limits shall be of the essence of the Contract Documents.

The Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This time for Substantial Completion and schedule will be used in the Proposal Evaluation.

“Substantial Completion” for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable the Proposer to obtain such certificate.

LIQUIDATED DAMAGES

Should the Proposer or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day of said breach or default.


GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 25, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

**ORGANIZATION INFORMATION OF PROPOSER CHANCEY ROAD
PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT PASCO
COUNTY, FLORIDA**

II.B.

DATE SUBMITTED: February 20, 2023

1. Proposer The Kearney Companies, LLC _____ / / A Individual
(Company Name)  Partnership
Limited Liability Company
Corporation
/ / A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) N/A _____

3. Proposer's Parent Company Address (if applicable)

Street Address N/A _____

P.O. Box (if any) N/A _____

City N/A _____ State N/A _____ Zip Code N/A _____

Telephone N/A _____ Fax No. N/A _____

1st Contact Name N/A _____ Title N/A _____

2nd Contact Name N/A _____ Title N/A _____

4. Proposer Company Address (if different)

Street Address 9625 Wes Kearney Way _____

P.O. Box (if any) _____


City Riverview _____ State Florida _____ Zip Code 33578 _____

Telephone 813-621-0855 _____ Fax No. 813-630-0855 _____

Telephone N/A _____ Fax No. N/A _____

1st Contact Name Bing Kearney _____ Title Executive _____

2nd Contact Name Jake Hansen _____ Title Vice President _____

5. Is the Proposer incorporated in the State of Florida? Yes  No ()

5.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes  No ()

If no, please explain _____

Date organized/incorporated October 19, 2009 Charter No. L09000100864


5.2 If no, provide the following:

The state in which the Proposer company is organized/incorporated N/A

Is the company in good standing with the state? Yes () No ()

If no, please explain _____

Date organized/incorporated _____ Charter No. _____

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes  No ()

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

General Contractor and Underground Utility & Excavation

License No. GCG26853 & CUC57365 Expiration Date 08/31/22

Qualifying Individual John A. Mitchell Title Project Manager

List company(ies) currently qualified under this license The Kearney Companies, LLC

6.2 Is the Proposer company a registered or licensed Contractor with Polk County?

Yes  No ()

6.3 Has the Proposer company performed work for a community development district previously?

Yes  No ()

7. Name of Proposer's Bonding Company Crum & Foster

Address 7650 West Courtney Campbell Causeway, Suite 200, Tampa, Florida 33607

Approved Bonding Capacities:	Aggregate Limit	\$ <u>250 Million</u>
	Single Project Limit	\$ <u>50 Million</u>
	Total Current Contracts Bonded	\$ <u>32 Million</u>

8. Name of Proposer's Bonding Agency Bouchard Insurance

Address 101 Star Crest Drive, Clearwater, FL 33765

Contact Name Mark Pichowski Telephone 727-373-2710

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (20) 69,700,000.00 ,

(21) 87,000,000.00 , (22) 124,000,000.00 .

10. What are the Proposers' company's current insurance limits?
 General Liability \$ 1,000,000.00/\$2,000,000.00/\$3,000,000.00
 Automobile Liability \$ 1,000,000.00
 Workers Compensation \$ 1,000,000.00
 Expiration Date March 26, 2023

11. Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes No
 If yes, please describe each violation fine, and resolution Maintenance program accident, reinforcement of Lock Out Tag Out program.

What is the Proposer's current worker compensation rating? 1.48

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes No
 If yes, please describe the incident: Maintenance program accident, reinforcement of Lock Out Tag Out program.

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes No
 If so, state the name(s) of the company(ies) _____

The state, local or federal entity(ies) with whom barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Ken Montague	Director of Field	Oversees Site Operations	36	12	Manager
Sherry Spurlock	Project Manager	Manages Projects	17	5	PM
Jim Burner	Superintendent	Manages Projects	21	12	Supervisor

14. Have you ever failed to complete any work awarded to you? Yes No
 If so, where and why? _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes No

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

None

17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()



If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

18. Within the last (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No ()



If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

19. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

Please see attached Status of Contracts on Hand List

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Wiregrass II Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Wiregrass II Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

The Kearney Companies, LLC

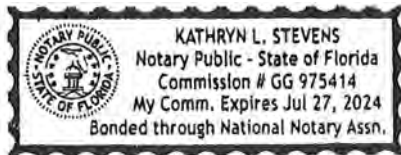
By:  _____


"Chase" Charles Wesley Kearney, III
(Type Name and Title of Person Signing)

This 20th day of February, 2023.



Sworn to before me this 20th day of February, 2023.





Notary Public/ Expiration Date

CORPORATE OFFICERS

Company Name The Kearney Companies, LLC

Date **February 20, 2023**

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
"Chase" Charles Wesley Kearney, III	Member	C.O.O.	Tampa, Florida
FOR PARENT COMPANY (if applicable)			

Company Equipment List

Company Name: The Kearney Companies, LLC

Date: 02/20/2023

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	YEAR MFGD	No. Located In	
				Florida	Other
1	2	Komatsu PC210 Excavators	2015	2	
2	1	Komatsu PC360 Excavator	2015	1	
3	2	Komatsu PC490 Excavators	2015	2	
4	1	Komatsu PC360 Excavator	2017	1	
5	2	Komatsu PC490 Excavators	2017	2	
6	1	John Deere 210LE Excavator w/ Grappler	2015	1	
7	2	CAT 336e Excavators	2014	2	
8	1	CAT 345 Excavator	2011	1	
9	1	CAT 385 Excavator	2013	1	
10	1	CAT 320 Excavator	2010	1	
11	1	Hitachi 450 Excavator	1995	1	
12	1	CAT 330C Excavator / Pincher	2010	1	
13	1	CAT 304D Mini Excavator	2010	1	
14	1	Hitachi Z350 Excavator	2010	1	
15	1	Hitachi 35U Mini Excavator	2015	1	
16	1	John Deere 450 Dozer	2015	1	
17	1	CAT D3 Dozer	2010	1	
18	1	John Deere 744K Loader	2017	1	
19	1	John Deere 744K Loader w/ Forks	2017	1	
20	1	Komatsu WA270 Loader	2015	1	

Company Equipment List

Company Name: The Kearney Companies, LLC

Date: 02/20/2023

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	YEAR MFGD	No. Located In	
21	2	Komatsu WA320 Loader	2015	2	
22	6	Komatsu WA380 Loader	2015	6	
23	1	John Deere 624 Loader	2010	1	
24	1	John Deere 544 Loader w/ Forks	2010	1	
25	2	CAT 980 Loaders	2010	2	
26	2	CAT 920 Loaders	2010	2	
27	1	CAT 926E Loader	2010	1	
28	1	John Deere 772CH Grader	2010	1	
29	1	CAT 12G Grader	2010	1	
30	1	CAT 12H Grader	2010	1	
31	1	Mobark Tub Grinder	2010	1	
32	2	Gomaco GT 6200 Curb Machine	2010	2	
33	1	John Deere 310 RT Backhoe	2010	1	
34	2	CAT 416 RT Backhoes	2010	2	
35	1	John Deere 210L Lanscape Boxblade	2017	1	
36	3	John Deere 210 Boxblades	2010	3	
37	1	John Deere 8310R Farm Tractor	2015	1	
38	3	AH240 Rome Disc	2010	3	
39	2	Red Athens Farm Disc	2010	2	
40	1	John Deere 2155 Broom Tractor	2010	1	
41	2	Massey Ferguson 2635 Broom Tractors	2010	2	

Company Equipment List

Company Name: The Kearney Companies, LLC

Date: 02/20/2023

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS	YEAR MFGD	No. Located In	
42	1	Peterbilt 389 Heavy Haul Tactor	2017	1	
43	1	Peterbilt 357 Heavy Haul Tactor	2000	1	
44	1	Peterbilt 385 Heavy Haul Tractor	1998	1	
45	4	CAT 613C Water Trucks	2010	4	
46	2	CAT D4 Dozer	2016	2	
47	2	CAT D5 Dozer	2016	2	
48	1	John Deere 450J Dozer	2016	1	
49	1	CAT C5533 Roller	2015	1	
50	1	Bomag 211D Roller	2015	1	
51	1	JCB VM115D Roller	2015	1	
52	4	John Deere 250D Haul Truck	2016	4	
53	5	Bell B25E Haul Truck	2016	5	
54	3	Bell B30E Haul Truck	2016	3	
55	1	Gomaco GT3200 Curb Machine	2017	1	
56	1	CAT RM300 Rotary Soil Mixer	2015	1	
57	1	John Deere Mini Excavator	2017	1	
58	1	CAT Skid Steer w/ bucket, trencher and diamond mower	2017	1	
59					
60					

STATUS OF CONTRACTS ON HAND

Company Name **The Kearney Companies, LLC**

Date **January 31, 2023**

Furnish requested information about all of Proposer’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
0057-01, Wesley Chapel, Pasco County	\$ 18,400,000	\$ -	\$ -	\$ 250,000	\$ -	01-Jan-20	14-Apr-23	14-Apr-23
0057-03, Wesley Chapel, Pasco County	\$ 6,100,000	\$ -	\$ -	\$ 250,000	\$ -	16-Jan-21	24-Mar-23	24-Mar-23
0082-01, Wesley Chapel, Pasco County	\$ 5,500,000	\$ -	\$ -	\$ 100,000	\$ -	24-Jan-22	31-Mar-23	31-Mar-23
0083-01, Wesley Chapel, Pasco County	\$ 5,000,000	\$ -	\$ -	\$ 1,100,000	\$ -	02-Apr-22	30-Jun-23	30-Jun-23
0090-01, Sarasota, Sarasota County	\$ 8,000,000	\$ -	\$ -	\$ 400,000	\$ -	25-May-23	25-May-23	25-May-23
0017-07, Ruskin, Hillsborough County	\$ 2,400,000	\$ -	\$ -	\$ 50,000	\$ -	18-Jan-22	28-Feb-23	28-Feb-23
0093-01, Wesley Chapel, Pasco County	\$ 10,200,000	\$ -	\$ -	\$ 2,500,000	\$ -	07-Aug-22	15-Jun-23	15-Jun-23
0038-09, Riverview, Hillsborough County	\$ 15,600,000	\$ -	\$ -	\$ 4,500,000	\$ -	24-Apr-23	24-Apr-23	24-Apr-23
0077-02, Wesley Chapel, Pasco County	\$ 20,000,000	\$ -	\$ -	\$ 900,000	\$ -	04-Jun-23	04-Jun-23	04-Jun-23
0096-01, Zephyrhills, Pasco County	\$ 14,000,000	\$ -	\$ -	\$ 2,000,000	\$ -	13-Mar-23	13-Mar-23	13-Mar-23

STATUS OF CONTRACTS ON HAND

Company Name **The Kearney Companies, LLC**

Date **January 31, 2023**

Furnish requested information about all of Proposer’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
0103-01, Riverview, Hillsborough County	\$ 7,800,000	\$ -	\$ -	\$ 3,100,000	\$ -	23-Apr-23	23-Apr-23	23-Apr-22
0088-02, Lithia, Hillsborough County	\$ 7,500,000	\$ -	\$ -	\$ 300,000	\$ -	22-Feb-23	22-Feb-23	22-Feb-23
0101-01, Apollo Beach, Hillsborough County	\$ 3,800,000	\$ -	\$ -	\$ 1,800,000	\$ -	30-Mar-23	30-Mar-23	30-Mar-23
0104-01, Zephyrhills, Pasco County	\$ 5,000,000	\$ -	\$ -	\$ 500,000	\$ -	19-Apr-23	19-Apr-23	19-Apr-23
0105-01, Riverview, Hillsborough County	\$ 5,500,000	\$ -	\$ -	\$ 1,800,000	\$ -	21-Oct-22	15-May-23	15-May-23
0087-02, North Port, Sarasota County	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000	\$ -	11-Oct-23	11-Oct-23	11-Oct-23
0106-01, Tampa, Hillsborough County	\$ 7,400,000	\$ -	\$ -	\$ 4,000,000	\$ -	02-Apr-23	02-Apr-23	02-Apr-23
0007-04, Land O Lakes, Pasco County	\$ 5,900,000	\$ -	\$ -	\$ 1,600,000	\$ -	22-Dec-22	18-May-23	18-May-23
0007-05, Land O Lakes, Pasco County	\$ 10,100,000	\$ -	\$ -	\$ 5,500,000	\$ -	22-Dec-22	15-Jun-23	15-Jun-23
0007-06, Land O Lakes, Pasco County	\$ 3,500,000	\$ -	\$ -	\$ 1,200,000	\$ -	19-Jan-23	15-Mar-23	15-Mar-23

STATUS OF CONTRACTS ON HAND

Company Name **The Kearney Companies, LLC**

Date **January 31, 2023**

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
0107-01, St. Petersburg, Pinellas County	\$ 1,500,000	\$ -	\$ -	\$ 1,400,000	\$ -	29-Oct-22	28-Feb-23	28-Feb-23
0108-01, Dady City, Pasco County	\$ 3,500,000	\$ -	\$ -	\$ 1,000,000	\$ -	13-Jan-23	01-Mar-23	01-Mar-23
0074-02, Davenport, Polk County	\$ 6,300,000	\$ -	\$ -	\$ 1,000,000	\$ -	17-Jan-23	14-Apr-23	14-Apr-23
0110-01, Spring Hill, Hernando County	\$ 6,500,000	\$ -	\$ -	\$ 4,300,000	\$ -	20-Mar-23	20-Mar-23	20-Mar-23
0017-12, Ruskin, Hillsborough County	\$ 600,000	\$ -	\$ -	\$ 200,000	\$ -	15-Dec-22	04-Mar-23	04-Mar-23
0093-02, Wesley Chapel, Pasco County	\$ 500,000	\$ -	\$ -	\$ 400,000	\$ -	30-Nov-22	15-Apr-23	15-Apr-23
0089-02, Zephyrhills, Pasco County	\$ 2,150,000	\$ -	\$ -	\$ 400,000	\$ -	04-Mar-23	04-Mar-23	04-Mar-23
0112-01, Bradenton, Manatee County	\$ 6,500,000	\$ -	\$ -	\$ 5,300,000	\$ -	21-May-23	21-May-23	21-May-23
0113-01, Tampa, Hillsborough County	\$ 450,000	\$ -	\$ -	\$ 300,000	\$ -	01-Apr-23	01-Apr-23	01-Apr-23
0040-03, Wesley Chapel, Pasco County	\$ 5,600,000	\$ -	\$ -	\$ 5,400,000	\$ -	08-Aug-23	08-Aug-23	08-Aug-23

STATUS OF CONTRACTS ON HAND

Company Name **The Kearney Companies, LLC**

Date **January 31, 2023**

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
0114-01, Haines City, Polk County	\$ 21,500,000	\$ -	\$ -	\$ 20,800,000	\$ -	14-Jan-24	14-Jan-24	14-Jan-24
0115-01, Tampa, Hillsborough County	\$ 3,300,000	\$ -	\$ -	\$ 3,300,000	\$ -	18-Oct-23	18-Oct-23	18-Oct-23
0116-01, Mango, Hillsborough County	\$ 10,100,000	\$ -	\$ -	\$ 10,100,000	\$ -	07-Jun-24	07-Jun-24	07-Jun-24
0001-23, Tampa, Hillsborough County	\$ 6,500,000	\$ -	\$ -	\$ 6,500,000	\$ -	09-Jan-24	09-Jan-24	09-Jan-24
0003-23, Land O' Lakes, Pasco County	\$ 5,600,000	\$ -	\$ -	\$ 5,600,000	\$ -	01-Aug-23	01-Aug-23	01-Aug-23
0004-23, Wesley Chapel, Pasco County	\$ 900,000	\$ -	\$ -	\$ 900,000	\$ -	05-Oct-23	05-Oct-23	05-Oct-23
Subtotal	\$ 245,000,000	Subtotal Uncompleted Work		\$ 100,550,000				
Total Uncompleted Work on Hand					\$ 100,550,000			

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name: The Kearney Companies, LLC

Date: January 31, 2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION (FL)	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/LOCATION (FL) ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³
0094-01, Valrico, Hillsborough County	\$ 4,200,000	PRIME	SINGLE FAMILY RESIDENTIAL	2022-2023	Pulte Group Riverview	Jeff Deason/Pulte Group 2662 S Falkenburg Road, Riverview, FL 33578 813--838-7838
0042-08, Tampa, Hillsborough County	\$ 1,800,000	PRIME	COMMERCIAL	2022-2023	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0111-01, Ruskin, Hillsborough County	\$ 1,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2022-2023	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0060-03, Winter Haven, Polk County	\$ 5,800,000	PRIME	SINGLE FAMILY RESIDENTIAL	2022	VillaMar CDD Winter Haven	Rennie Heath/Heath Construction Management 346 E Central Avenue, Winter Haven, FL 33880 863-412-5300
0095-01, Wimauma, Hillsborough County	\$ 2,400,000	PRIME	SINGLE FAMILY RESIDENTIAL	2022	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0042-06, Tampa, Hillsborough County	\$ 3,000,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0091-01, Davenport, Polk County	\$ 3,700,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Park Square Homes Orlando	Kevin Parrish/Park Square Homes 5200 Vineland Road, Ste 200, Orlando, FL 32811 407-529-3000
0089-01, Zephyrhills, Pasco County	\$ 13,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0081-01, Apollo Beach, Hillsborough County	\$ 5,900,000	PRIME	COMMERCIAL	2021/2022	Horus Construction Tampa	Jonathan Graham, Horus Construction 3840 North 50th Street, Tampa, FL 33619 877-898-6879
0088-01, Riverview, Hillsborough County	\$ 2,700,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Hawkstone CDD Riverview	Matt Suggs/Homes by West Bay 4065 Crescent Park Drive, Riverview, FL 33578 813-938-1250
0092-01, Zephyrhills, Pasco County	\$ 2,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Forestar (USA) RE Group Tampa	John Garrity/Forestar (USA) RE Group 12602 Telecom Drive, Tampa, FL 33637 813-740-9693
0061-03, San Antonio, Pasco County	\$ 2,300,000	PRIME	SINGLE FAMILY RESIDENTIAL	2022	Homes by WestBay Riverview	Matt Suggs/Homes by West Bay 4065 Crescent Park Drive, Riverview, FL 33578 813-938-1250
0060-02, Winter Haven, Polk County	\$ 3,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	VillaMar CDD Winter Haven	Rennie Heath/Heath Construction Management 346 E Central Avenue, Winter Haven, FL 33880 863-412-5300
0057-01, Wesley Chapel, Pasco County	\$ 3,100,000	PRIME	ROAD IMPROVEMENTS	2021/2022	Epperson Ranch CDD Wesley Chapel	Mike Lawson, Metro Development 2502 N Rocky Point Drive, Ste 1050, Tampa, FL 33607 813-843-3875

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name: The Kearney Companies, LLC

Date: January 31, 2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION (FL)	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/LOCATION (FL) ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³
0017-11, Ruskin, Hillsborough County	\$ 2,000,000	PRIME	ROAD IMPROVEMENTS	2021/2022	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0087-01, Venice, Sarasota County	\$ 6,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Toll Brothers Tampa	Jim Deitch/Toll Brothers 9950 Princess Palm Avenue, Ste 330, Tampa, FL 33619 813-892-7344
0016-07, Spring Hill, Pasco County	\$ 1,800,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	M/I Homes Tampa	Steve Bennett/M/I Homes 4343 Anchor Plaza Parkway, Ste 200, Tampa, FL 33634 813-735-7939
0016-08, Spring Hill, Pasco County	\$ 3,700,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	M/I Homes Tampa	Steve Bennett/M/I Homes 4343 Anchor Plaza Parkway, Ste 200, Tampa, FL 33634 813-735-7939
0086-01, Davenport, Polk County	\$ 1,200,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Park Square Homes Orlando	Kevin Parrish/Park Square Homes 5200 Vineland Road, Ste 200, Orlando, FL 32811 407-529-3000
0085-01, Seffner, Hillsborough County	\$ 350,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	KB Home Riverview	Joel Konz/KB Home 4105 Crescent Park Drive, Riverview, FL 33578 813-387-9610
0038-08, Riverview, Hillsborough County	\$ 6,300,000	PRIME	SINGLE FAMILY RESIDENTIAL	2021/2022	Triple Creek CDD Tampa	Jim McGowan/GreenPointe Communities 7807 Baymeadows Road E, Ste 205, Jacksonville, FL 32256 239-340-6750
0017-05, Ruskin, Hillsborough County	\$ 4,000,000	PRIME	SINGLE FAMILY RESIDENTIAL	2019/2022	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0070-02, Zephyrhills, Pasco County	\$ 6,600,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Forestar (USA) RE Group Tampa	John Garrity/Forestar (USA) RE Group 12602 Telecom Drive, Tampa, FL 33637 813-740-9693
0084-01, Wesley Chapel, Pasco County	\$ 1,500,000	PRIME	TOWNHOME RESIDENTIAL	2021	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0007-03, Land O Lakes, Pasco County	\$ 3,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0017-09, Ruskin, Hillsborough County	\$ 2,700,000	PRIME	TOWNHOME RESIDENTIAL	2020/2021	Belmont II CDD Riverview	Tim Plate/Heidt Design 5904-A Hampton Oaks Parkway, Tampa, FL 33610 813-253-5311
0017-08, Ruskin, Hillsborough County	\$ 1,700,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0038-07, Riverview, Hillsborough County	\$ 2,200,000	PRIME	ROAD IMPROVEMENTS	2020/2021	TC Venture 1, LLC Jacksonville	Jim McGowan/GreenPointe Communities 7807 Baymeadows Road E, Ste 205, Jacksonville, FL 32256 239-340-6750

PROJECTS PROPOSER COMPLETED IN THE LAST TWO YEARS

Company Name: The Kearney Companies, LLC

Date: January 31, 2023

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer’s annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION (FL)	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/LOCATION (FL) ²	NAME & PHONE NUMBER OF OWNER’S REPRESENTATIVE ON THIS PROJECT ³
0077-01, Wesley Chapel, Pasco County	\$ 10,200,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Forestar (USA) RE Group Tampa	John Garrity/Forestar (USA) RE Group 12602 Telecom Drive, Tampa, FL 33637 813-740-9693
0078-01, Winter Haven, Polk County	\$ 3,600,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Homes by WestBay Riverview	Matt Suggs/Homes by West Bay 4065 Crescent Park Drive, Riverview, FL 33578 813-938-1250
0074-01, Davenport, Polk County	\$ 5,400,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	North Powerline Road CDD Orlando	Rennie Heath/Heath Construction Management 346 E Central Avenue, Winter Haven, FL 33880 863-412-5300
0075-01, Odessa, Pasco County	\$ 1,500,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Taylor Morrison Tampa	Rob Lee/Taylor Morrison 3922 Coconut Palm Drive, Ste 108, Tampa, FL 33619 813-786-7130
0042-05, Tampa, Hillsborough	\$ 2,400,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0073-02, Seffner, Hillsborough County	\$ 11,700,000	PRIME	COMMERCIAL	2020/2021	Westwood Contractors Summerville, SC	Paul Laird/Westwood Contractors 1015 Englewood Court, Summerville, SC 29483 843-323-4283
0007-02, Land O Lakes, Pasco County	\$ 7,000,000	PRIME	SINGLE FAMILY RESIDENTIAL	2019/2021	Lennar Homes Tampa	Steve Smith/Lennar Homes 4301 W Boy Scout Blvd, Ste 600, Tampa, FL 33607 813-574-5740
0038-06, Riverview, Hillsborough County	\$ 6,800,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020/2021	Triple Creek CDD Tampa	Jim McGowan/GreenPointe Communities 7807 Baymeadows Road E, Ste 205, Jacksonville, FL 32256 239-340-6750
0079-01, Wesley Chapel, Pasco County	\$ 450,000	PRIME	TOWNHOME RESIDENTIAL	2020/2021	M/I Homes Tampa	Steve Bennett/M/I Homes 4343 Anchor Plaza Parkway, Ste 200, Tampa, FL 33634 813-735-7939
0038-05, Riverview, Hillsborough County	\$ 2,100,000	PRIME	ROAD IMPROVEMENTS	2019/2021	TC Venture 1, LLC Jacksonville	Jim McGowan/GreenPointe Communities 7807 Baymeadows Road E, Ste 205, Jacksonville, FL 32256 239-253-6263
0070-01, Zephyrhills, Pasco County	\$ 6,400,000	PRIME	SINGLE FAMILY RESIDENTIAL	2020	Forestar (USA) RE Group Tampa	John Garrity/Forestar (USA) RE Group 12602 Telecom Drive, Tampa, FL 33637 813-740-9693
0076-01, St. Petersburg, Pinellas County	\$ 380,000	PRIME	TOWNHOME RESIDENTIAL	2020	Beazer Homes Riverview	Brian Valavicius/Beazer Homes 151 Southhall Lane, Ste 200, Maitland, FL 32751 407-362-6819

¹ ‘Prime or Sub’ should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² ‘Owner Name/ Location’ should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ ‘Name & Phone Number of Owner’s Representative on this Project’ should list a reference from the business entity listed in the previous column familiar with Proposer’s contract performance.

**LIST OF PROPOSED SUBCONTRACTORS
AND
MAJOR MATERIALS SUPPLIERS**

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE
ACP	25352 Wesley Chapel Blvd. Lutz, FL 33559	Retaining Walls	0.97%	Darren Brown
Steadfast	30435 Commerce Dr., Unit 102 San Antonio, FL 33576	Landscaping	2.17%	Tony Canorro
AKA	4603 Reece Road Plant City, FL 33566	Signs & Striping	0.50%	Brent Bussey
Hamilton	3409 W. Lemon Street Tampa, FL 33609	Survey & As-Builts	1.31%	Joe Clark
Siboney	1450 Centrepark Blvd., Suite 100 West Palm Beach, FL 33401	Trucking	17.59%	Felipe Padilla
Raney Ranch Worx	2321 Limedale Road Lakeland, FL 32321	Fencing	1.21%	Kenny Raney

END OF PROPOSAL FORM



KEARNEY
COMPANIES

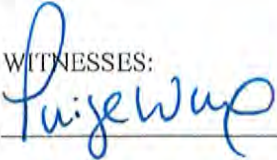


SECTION 2 – PROPOSAL BOND

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of February A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If Sole Proprietor or Partnership, two (2) Witnesses are required. If Corporation, Secretary will attest and affix seal.

WITNESSES:





PRINCIPAL:

The Kearney Companies LLC
NAME OF FIRM

By: 

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

CFO

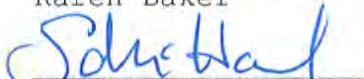
TITLE

9625 Wes Kearney Way
BUSINESS ADDRESS

Riverview, FL 33578
CITY STATE


WITNESS:


Karen Baker


Sally Howard

SURETY:

NGM Insurance Company
CORPORATE SURETY

By: 
ATTORNEY-IN-FACT (AFFIX SEAL) Mark D. Pichowski - Attorney-in-Fact

BUSINESS ADDRESS
101 N Stacrest Drive
Clearwater, FL 33765

CITY STATE
Bouchard Insurance,
a Marsh & McLennan Agency LLC
NAME OF LOCAL INSURANCE AGENCY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark Pichowski, Todd George** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Periton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 20th day of February, 2023.

Nancy Giordano-Ramos
Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





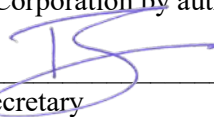
KEARNEY
COMPANIES



SECTION 3 – CERT. CORP. PRINCIPAL

CERTIFICATE AS TO CORPORATE PRINCIPAL
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

I, Tom Spangler, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Tom Spangler who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.




 Secretary



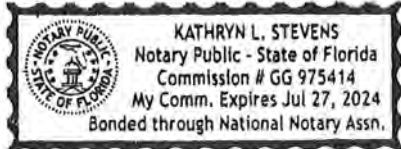
STATE OF Florida)
) SS
 COUNTY OF Hillsborough)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Kearney Companies and that he has been authorized by Tom Spangler to execute the foregoing bond on behalf of the surety named therein in favor of Wiregrass II Community Development District.

Sworn to before me this 20th day of February, 2023.



 Notary Public / Expiration Date:



(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)



KEARNEY
COMPANIES



SECTION 4 – AFFIDAVIT FOR CORP.



KEARNEY
COMPANIES



SECTION 5 – PUBLIC ENTITY CRIMES

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

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

1. This sworn statement is submitted to Wiregrass II Community Development District
(print name of the public entity)

by "Chase" Charles Wesley Kearney, III
(print individual's name and title)

for The Kearney Companies, LLC
(print name of entity submitting sworn statement)

whose business address is

9625 Wes Kearney Way

Riverview, Florida 33578

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-1197898

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)



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



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(signature)

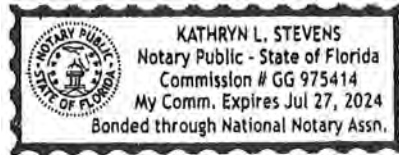
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by "Chase" Charles Wesley Kearney, III The Kearney Companies, LLC who is personally known to me or who has produced Personally Known as identification, and did [] or did not take the oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: July 27, 2024





KEARNEY
COMPANIES




SECTION 6 – NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF Hillsborough

I, "Chase" Charles Wesley Kearney, III, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Officer (officer or principal) in the firm of The Kearney Companies, LLC, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

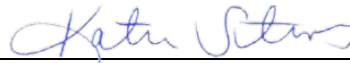
Dated this 20th day of February, 2023.



Signature by authorized representative of Proposer

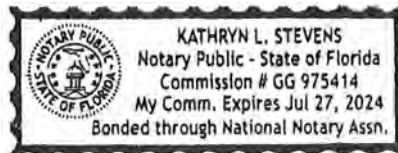
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by "Chase" Charles Wesley Kearney, III of The Kearney Companies, LLC, who is personally known to me or who has produced Personally Known as identification, and did [] or did not [] take the oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: July 27, 2024





KEARNEY
COMPANIES



SECTION 7 – SCRUTINIZED COMPANIES

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA


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

1. This sworn statement is submitted to Wiregrass II Community Development District
by "Chase" Charles Wesley Kearney, III
(print individual's name and title)
for The Kearney Companies, LLC
(print name of entity submitting sworn statement)

whose business address is

9625 Wes Kearney Way, Riverview, Florida 33578

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Wiregrass II Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the Wiregrass II Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



Signature by authorized representative of Proposer

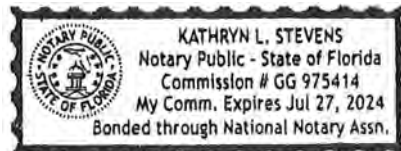
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by "Chase" Charles Wesley Kearney, III The Kearney Companies, LLC, who is personally known to me or who has produced Personally Known as identification, and did [] or did not take the oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: July 27, 2024 (SEAL)





KEARNEY
COMPANIES



SECTION 8 – TRENCH SAFETY ACT

TRENCH SAFETY ACT COMPLIANCE STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: Fourteen Thousand, Three Hundred Eighty-Eight Dollars (Written) \$ 14,380.00 (Figures).
3. The amount listed above has been included within the Proposal.

Dated this 20th day of February, 2023.

Proposer: The Kearney Companies, LLC

By: [Signature]

Title: Frank Hansen, Director of Estimating

STATE OF FLORIDA

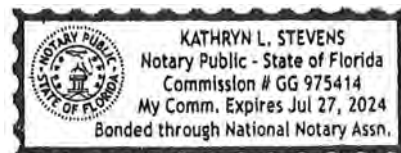
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Frank Hansen of The Kearney Companies, LLC who is personally known to me or who has produced Personally Known as identification, and did [] or did not take the oath.

[Signature]

Signature of Notary Public taking acknowledgement

My Commission Expires: July 27, 2024



TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Lay Back Slope	8,888	\$1.00	\$8,888.00
Dewatering	1,000	\$5.50	\$5,500.00
Project Total			\$14,388.00

Dated this 20th day of February, 2023.

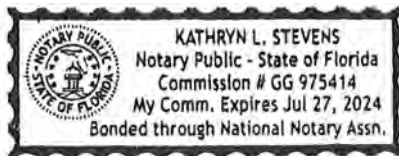
Proposer: The Kearney Companies, LLC

By: [Signature]
 Title: Frank Hansen, Director of Estimating

STATE OF Florida
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Frank Hansen of The Kearney Companies, LLC who is personally known to me or who has produced Personally Known as identification, and did [] or did not take the oath.

[Signature]
 Notary Public, State of Florida
 Print Name: Kathryn Stevens
 Commission No.: GC 975414
 My Commission Expires: July 27, 2024



¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



KEARNEY
COMPANIES



SECTION 9 – MINIMUM QUALIFICATION STATEMENT

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

Contractor: The Kearney Companies, LLC

Contact: Bing Kearney

Address: 9625 Wes Kearney Way, Riverview, Florida 33578

Phone: 813-621-0855 Fax: 813-630-0855 Email: bing@thekearneycompanies.com

Typical Work Description: Construction Services will include construction of the District's Phase 3B and 4 collector road project, and all work associated with these types of activities.

Owner: Wiregrass II Community Development District

Minimum Qualifications: Proposers for the Wiregrass II Community Development District projects shall have the following minimum qualifications:

- (1) Proposer, or its applicable subcontractors, must have a current active Certificate of Qualification from FDOT per Chapter 14-22, F.A.C, in all of the major classes of work applicable to this Project. Specifically, the Proposer must be pre-qualified in all of the following major classes of work: Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Hot Plan-Mixed Bitum Course, Pavement Marking, and Roadway Signing.
- (2) Proposer, or its applicable subcontractors, constructing any water/wastewater/reclaimed water systems must hold a State Underground Utility and Excavation Contractor's License, issued by the Construction Industry Licensing Board of the State of Florida.
- (3) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$2,500,000 within the last seven (7) years.
- (4) Proposer will have minimum bonding capacity of \$5,000,000 from a Surety Company acceptable to the District.
- (5) Proposer is authorized to do business in Florida.
- (6) Proposer is registered with Pasco County and is a licensed contractor in the State of Florida.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Wiregrass II Community Development District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Project in accordance with the Project Manual.

Bing Kearney

Contractor Name

Member

Contractor Title

February 20, 2023

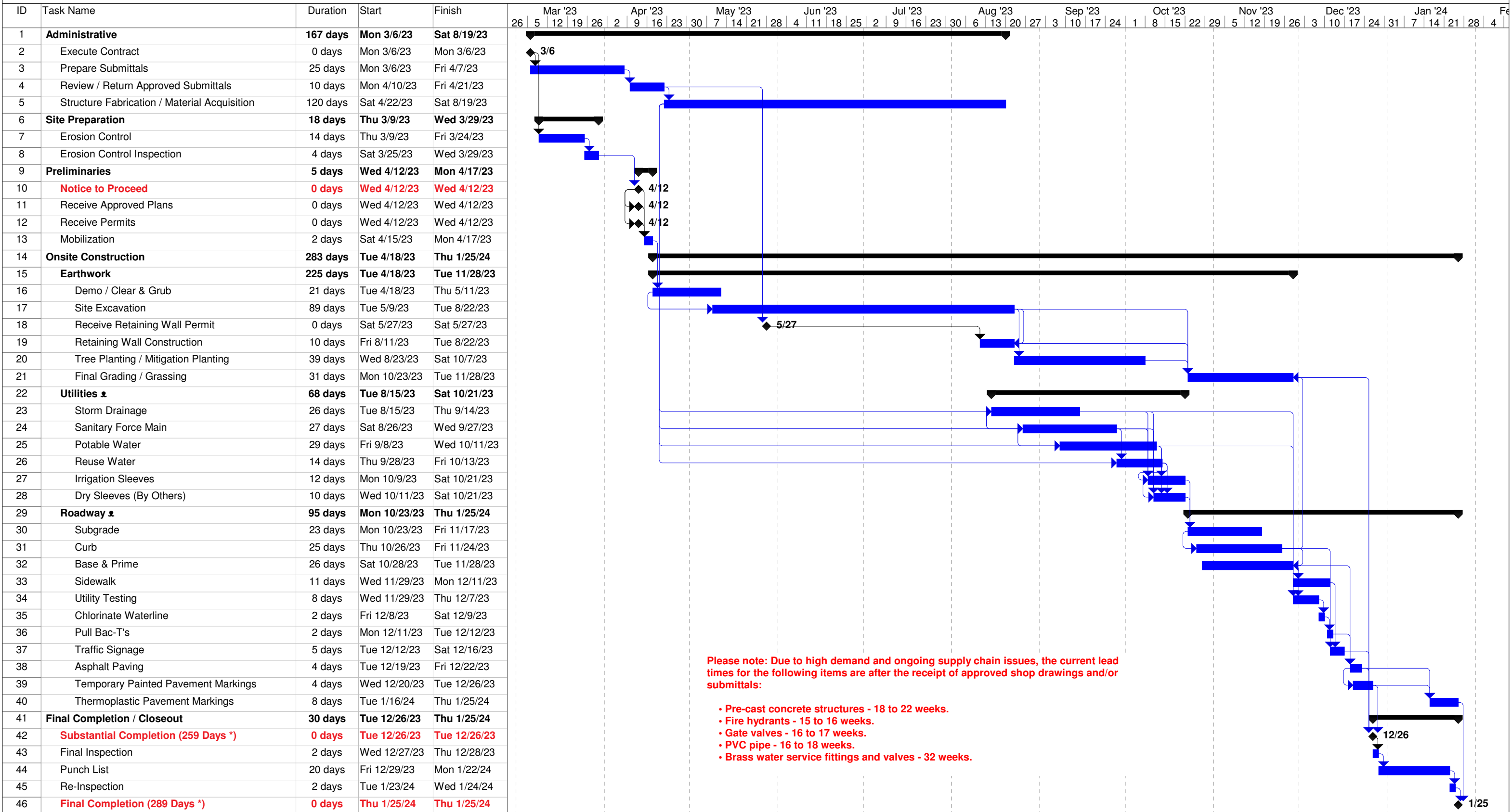
Date



KEARNEY
COMPANIES



SECTION 10 – PROJECT SCHEDULE



Please note: Due to high demand and ongoing supply chain issues, the current lead times for the following items are after the receipt of approved shop drawings and/or submittals:

- Pre-cast concrete structures - 18 to 22 weeks.
- Fire hydrants - 15 to 16 weeks.
- Gate valves - 16 to 17 weeks.
- PVC pipe - 16 to 18 weeks.
- Brass water service fittings and valves - 32 weeks.

Project: Chancy Road Phase 3 Date: Mon 2/20/23	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary				
	Milestone		External Milestone		Manual Task		Start-only				
	Summary		Inactive Task		Duration-only		Finish-only				

* Calendar Days from "Notice to Proceed", Receipt of Approved Plans and Permits to Milestone date.
 ‡ Subject to availability of PVC pipe, concrete structures, hydrants, valves, fittings, crushed concrete and limerock materials.
 TKC will not be responsible for material shortages that may arise throughout the duration of the contract that are outside of TKC's control.



KEARNEY
COMPANIES



SECTION 11 – SCHEDULE OF VALUES



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

February 20, 2023

SUMMARY SHEET

ONSITE


SCHEDULE A	GENERAL CONDITIONS	\$	<u>735,365.13</u>
SCHEDULE B	EARTHWORK	\$	<u>5,094,578.17</u>
SCHEDULE C	PAVING	\$	<u>2,384,113.91</u>
SCHEDULE D	STORM	\$	<u>1,095,557.56</u>
SCHEDULE E	SANITARY - FORCEMAIN	\$	<u>367,019.28</u>
SCHEDULE F	WATER - POTABLE	\$	<u>622,949.33</u>
SCHEDULE G	WATER - RECLAIMED	\$	<u>811,527.73</u>

TOTAL ALL SCHEDULES : \$ 11,111,111.11

TOTAL DAYS TO SUBSTANTIAL COMPLETION : 259 DAYS

TOTAL DAYS TO FINAL COMPLETION : 289 DAYS

The Kearney Companies, LLC



Jake Hansen

Vice President

9625 Wes Kearney Way

Riverview, FL 33578

(813) 421-6601



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE A: GENERAL CONDITIONS

SCHEDULE TOTAL: \$ 735,365.13

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	GENERAL REQUIREMENTS	1	LS	\$ 274,476.78	\$ 274,476.78
2.	MOBILIZATION	1	LS	\$ 26,566.50	\$ 26,566.50
3.	NPDES COMPLIANCE	1	LS	\$ 8,902.50	\$ 8,902.50
4.	PAYMENT AND PERFORMANCE BOND	1	LS	\$ 147,792.44	\$ 147,792.44
5.	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$ 3,418.00	\$ 6,836.00
6.	<u>SILT FENCE</u>				
A.	INSTALLATION	12,449	LF	\$ 2.25	\$ 28,010.25
B.	MAINTENANCE	12,449	LF	\$ 0.24	\$ 2,987.76
C.	REMOVE AND DISPOSE OFFSITE	12,449	LF	\$ 0.12	\$ 1,493.88
7.	FLOATING TURBIDITY BARRIER	1,933	LF	\$ 24.94	\$ 48,209.02
8.	CONSTRUCTION TESTING			BY OTHERS	
9.	CONSTRUCTION STAKING AND AS-BUILTS	1	LS	\$ 180,090.00	\$ 180,090.00
10.	PREPARING RECORD DRAWINGS			BY ENGINEER OF RECORD	
11.	BUILDERS RISK POLICY	1	LS	\$ 10,000.00	\$ 10,000.00
	<u>CONTINGENCY (IF REQUIRED)</u>				
1.	DEMO AND DISPOSAL OF EXISTING BARB-WIRE FENCE		LF	\$ 6.92	



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE B: EARTHWORK

SCHEDULE TOTAL: \$ 5,094,578.17

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CLEAR AND GRUB / DISK SITE	1	LS	\$ 318,436.13	\$ 318,436.13
2.	SITE EXCAVATION AND GRADING	1	LS	\$ 50,775.45	\$ 50,775.45
3.	POND EXCAVATION AND GRADING (2,000-2,500 LF)	1	LS	\$ 203,722.85	\$ 203,722.85
4.	POND EXCAVATION AND GRADING (3,000-3,500 LF) - M17-3	1	LS	\$ 161,941.06	\$ 161,941.06
5.	OFFSITE FILL (LOTS / ROADWAY / TRENCH BACKFILL) - PLACE AND COMPACT	136,403	CY	\$ 25.06	\$ 3,418,259.18
6.	MODULAR BLOCK RETAINING WALL (4 EA.)	1,644	SF	\$ 37.85	\$ 62,225.40
7.	54" PED./BIKE ALUMINUM PICKET RAILING (FDOT INDEX 851)	227	LF	\$ 388.64	\$ 88,221.28
8.	<u>SOD - BAHIA</u>				
	A. POND SLOPES	5,348	SY	\$ 3.02	\$ 16,150.96
	B. SWALES	1,893	SY	\$ 3.02	\$ 5,716.86
	C. SOD BEHIND CURB	3,758	SY	\$ 3.02	\$ 11,349.16
	D. 4:1 SLOPES	25,224	SY	\$ 3.02	\$ 76,176.48
	E. RIGHT OF WAY	18,850	SY	\$ 3.02	\$ 56,927.00
	F. BERMS	335	SY	\$ 3.02	\$ 1,011.70
9.	<u>SEED AND MULCH</u>				
	A. MASS GRADE AREA	29,579	SY	\$ 0.27	\$ 7,986.33
10.	5-STRAND BARBED WIRE FENCE WITH GATES	13,480	LF	\$ 13.42	\$ 180,901.60
11.	TREE PLANTING AND REPLACEMENT PER C2.04	1	LS	\$ 37,723.62	\$ 37,723.62
12.	MITIGATION AND LITTORAL PLANTING	1	LS	\$ 285,342.08	\$ 285,342.08
13.	TREE IRRIGATION	1	LS	\$ 111,711.03	\$ 111,711.03



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE C: PAVING

SCHEDULE TOTAL: \$ 2,384,113.91

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING ASPHALT PAVEMENT	2	EA	\$ 2,259.54	\$ 4,519.08
2.	<u>COLLECTOR ROAD</u>				
A.	1" ASPHALT, TYPE FC-9.5 20% RAP	26,496	SY	\$ 11.06	\$ 293,045.76
B.	2" ASPHALT, TYPE SP-12.5 40% RAP	26,496	SY	\$ 15.20	\$ 402,739.20
C.	10" CRUSHED CONCRETE (LBR 150)	26,496	SY	\$ 25.51	\$ 675,912.96
D.	12" STABILIZED SUBGRADE (LBR 40)	26,496	SY	\$ 8.38	\$ 222,036.48
3.	<u>M17-3 HAUL ROAD</u>				
A.	12" STABILIZED SUBGRADE (LBR 40)	2,387	SY	\$ 10.86	\$ 25,922.82
4.	<u>REMOVE AND REPLACE EXISTING SIDEWALK</u>				
A.	REMOVE SIDEWALK AND DISPOSE OFFSITE	290	SF	\$ 8.72	\$ 2,528.80
B.	4" SIDEWALK (FIBER REINFORCED)	290	SF	\$ 5.67	\$ 1,644.30
5.	TYPE "F" CURB AND GUTTER	13,666	LF	\$ 24.26	\$ 331,537.16
6.	TYPE "RA" CURB AND GUTTER	41	LF	\$ 30.51	\$ 1,250.91
7.	DROP CURB	136	LF	\$ 44.99	\$ 6,118.64
8.	CURB TRANSITION	84	LF	\$ 44.99	\$ 3,779.16
9.	4' CONCRETE TRAFFIC SEPARATOR	88	SF	\$ 21.56	\$ 1,897.28
10.	12" STABILIZED SUBGRADE UNDER CURB (LBR 40)	14,015	LF	\$ 3.06	\$ 42,885.90
11.	4" SIDEWALK (FIBER REINFORCED)	44,129	SF	\$ 5.67	\$ 250,211.43
12.	ADA RAMPS	12	EA	\$ 1,490.15	\$ 17,881.80
13.	DEAD END BARRICADE - REMOVE	21	EA	\$ 258.90	\$ 5,436.90
14.	SIGNAGE AND PAVEMENT MARKING	1	LS	\$ 73,830.13	\$ 73,830.13
15.	MAINTENANCE OF TRAFFIC	1	LS	\$ 20,935.20	\$ 20,935.20



EXHIBIT "A"
PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE D: STORM

SCHEDULE TOTAL: \$ 1,095,557.56

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT CURB INLET TO EXISTING 30" RCP	1	EA	\$ 2,668.43	\$ 2,668.43
2.	18" CLASS III RCP	1,161	LF	\$ 74.37	\$ 86,343.57
3.	24" CLASS III RCP	1,628	LF	\$ 103.59	\$ 168,644.52
4.	30" CLASS III RCP	788	LF	\$ 146.40	\$ 115,363.20
5.	36" CLASS III RCP	568	LF	\$ 195.30	\$ 110,930.40
6.	42" CLASS III RCP	89	LF	\$ 253.62	\$ 22,572.18
7.	48" CLASS III RCP	568	LF	\$ 307.93	\$ 174,904.24
8.	DEWATERING AND/OR STONE BEDDING	4,802	LF	\$ 13.13	\$ 63,050.26
9.	STORM SEWER INSPECTION	4,802	LF	\$ 6.71	\$ 32,221.42
10.	<u>RCP FES</u>				
	A. 24"	3	EA	\$ 4,066.56	\$ 12,199.68
	B. 42"	1	EA	\$ 7,456.44	\$ 7,456.44
11.	RIP-RAP	200	SY	\$ 121.89	\$ 24,378.00
12.	FDOT TYPE "P5" CURB INLET	13	EA	\$ 7,318.60	\$ 95,141.80
13.	FDOT TYPE "J5" CURB INLET	1	EA	\$ 12,021.30	\$ 12,021.30
14.	FDOT TYPE "P6" CURB INLET	8	EA	\$ 7,569.88	\$ 60,559.04
15.	FDOT TYPE "J6" CURB INLET	2	EA	\$ 15,807.88	\$ 31,615.76
16.	RETAINING WALL PIPE SADDLES - QUADRUPLE 36"	2	EA	\$ 10,997.51	\$ 21,995.02
17.	RETAINING WALL PIPE SADDLES - QUADRUPLE 42"	2	EA	\$ 13,194.78	\$ 26,389.56
18.	INLET PROTECTION	24	EA	\$ 146.94	\$ 3,526.56
19.	TYPE "D" CONTROL STRUCTURE WITH F/G SKIMMER	2	EA	\$ 11,788.09	\$ 23,576.18



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE E: SANITARY FORCEMAIN

SCHEDULE TOTAL: \$ 367,019.28

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING 24" MAIN (2' ABOVE EXISTING FIBER OPTIC LINE)	1	EA	\$ 92,913.01	\$ 92,913.01
2.	24" X 8" TAPPING SLEEVE AND VALVE	1	EA	\$ 9,822.13	\$ 9,822.13
3.	8" WET TAP	1	EA	\$ 1,428.48	\$ 1,428.48
4.	8" C900 DR 18 PVC	3,744	LF	\$ 42.74	\$ 160,018.56
5.	6" C900 DR 18 PVC	551	LF	\$ 28.90	\$ 15,923.90
6.	LOCATOR TAPE	4,295	LF	\$ 0.25	\$ 1,073.75
7.	LOCATOR WIRE	8,590	LF	\$ 0.55	\$ 4,724.50
8.	PRESSURE TEST	1	LS	\$ 4,705.08	\$ 4,705.08
9.	JOINT RESTRAINTS	1	LS	\$ 10,589.73	\$ 10,589.73
10.	8" PLUG VALVE AND BOX	6	EA	\$ 2,762.92	\$ 16,577.52
11.	6" PLUG VALVE AND BOX	9	EA	\$ 1,953.32	\$ 17,579.88
12.	8" X 6" MJ CROSS	1	EA	\$ 1,485.72	\$ 1,485.72
13.	8" X 6" MJ TEE	3	EA	\$ 1,295.81	\$ 3,887.43
14.	8" 45° MJ BEND	1	EA	\$ 1,041.94	\$ 1,041.94
15.	8" 22-1/2° MJ BEND	1	EA	\$ 1,037.33	\$ 1,037.33
16.	8" 11-1/4° MJ BEND	1	EA	\$ 1,012.22	\$ 1,012.22
17.	AIR RELEASE VALVE - AUTOMATIC	2	EA	\$ 7,564.25	\$ 15,128.50
18.	TEMPORARY BLOWOFF	6	EA	\$ 1,105.10	\$ 6,630.60
19.	<u>REMOVE AND REPLACE EXISTING SIDEWALK</u>				
	A. REMOVE SIDEWALK AND DISPOSE OFFSITE	100	SF	\$ 8.72	\$ 872.00
	B. 4" SIDEWALK (FIBER REINFORCED)	100	SF	\$ 5.67	\$ 567.00



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE F: WATER - POTABLE

SCHEDULE TOTAL: \$ 622,949.33

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING 36" MAIN (2' BELOW EXISTING FIBER OPTIC LINE)	1	EA	\$ 98,662.95	\$ 98,662.95
2.	TEMPORARY CONNECTION ASSEMBLY	1	EA	\$ 6,305.76	\$ 6,305.76
3.	24" C900 DR 18 PVC	20	LF	\$ 295.54	\$ 5,910.80
4.	12" C900 DR 18 PVC	3,807	LF	\$ 79.43	\$ 302,390.01
5.	LOCATOR TAPE	3,827	LF	\$ 0.25	\$ 956.75
6.	LOCATOR WIRE	7,654	LF	\$ 0.55	\$ 4,209.70
7.	PRESSURE TEST AND CHLORINATION	1	LS	\$ 6,171.90	\$ 6,171.90
8.	CHLORINE INJECTION POINT	2	EA	\$ 450.48	\$ 900.96
9.	SAMPLING POINT	1	EA	\$ 918.82	\$ 918.82
10.	JOINT RESTRAINTS	1	LS	\$ 39,742.00	\$ 39,742.00
11.	12" GATE VALVE AND BOX	11	EA	\$ 5,010.80	\$ 55,118.80
12.	12" MJ CROSS	1	EA	\$ 2,017.59	\$ 2,017.59
13.	12" MJ TEE	3	EA	\$ 1,446.74	\$ 4,340.22
14.	12" 45° MJ BEND	2	EA	\$ 939.21	\$ 1,878.42
15.	36" X 24" MJ REDUCER	1	EA	\$ 7,728.76	\$ 7,728.76
16.	24" X 12" MJ REDUCER	1	EA	\$ 3,008.03	\$ 3,008.03
17.	FIRE HYDRANT ASSEMBLY (12" TEE)	7	EA	\$ 8,102.20	\$ 56,715.40
18.	FIRE HYDRANT FLOW TEST AND COLOR CODE	7	EA	\$ 217.40	\$ 1,521.80
19.	AIR RELEASE VALVE - AUTOMATIC	3	EA	\$ 6,255.04	\$ 18,765.12
20.	TEMPORARY BLOWOFF	6	EA	\$ 947.59	\$ 5,685.54



EXHIBIT "A"

PROJECT: CHANCEY ROAD PHASE 3

20-Feb-23

SCHEDULE G: WATER - RECLAIMED

SCHEDULE TOTAL: \$ 811,527.73

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	CONNECT TO EXISTING 16" MAIN	1	EA	\$ 5,670.81	\$ 5,670.81
2.	16" C900 DR 18 PVC	3,654	LF	\$ 124.38	\$ 454,484.52
3.	12" C900 DR 18 PVC	542	LF	\$ 81.09	\$ 43,950.78
4.	LOCATOR TAPE	4,196	LF	\$ 0.25	\$ 1,049.00
5.	LOCATOR WIRE	8,392	LF	\$ 0.55	\$ 4,615.60
6.	PRESSURE TEST AND CHLORINATION	1	LS	\$ 6,171.90	\$ 6,171.90
7.	JOINT RESTRAINTS	1	LS	\$ 41,137.98	\$ 41,137.98
8.	16" GATE VALVE AND BOX	6	EA	\$ 10,896.50	\$ 65,379.00
9.	12" GATE VALVE AND BOX	9	EA	\$ 5,047.34	\$ 45,426.06
10.	16" X 12" MJ CROSS	1	EA	\$ 3,440.39	\$ 3,440.39
11.	16" X 12" MJ TEE	3	EA	\$ 2,491.58	\$ 7,474.74
12.	16" 45° MJ BEND	2	EA	\$ 1,815.62	\$ 3,631.24
13.	AIR RELEASE VALVE - AUTOMATIC	2	EA	\$ 6,816.76	\$ 13,633.52
14.	TEMPORARY BLOWOFF	6	EA	\$ 1,141.37	\$ 6,848.22
15.	<u>SCHEDULE 40 PVC SLEEVES</u>				
A.	2"	4,970	LF	\$ 3.09	\$ 15,357.30
B.	4"	2,485	LF	\$ 9.04	\$ 22,464.40
C.	6"	2,485	LF	\$ 14.43	\$ 35,858.55
D.	COMMON TRENCH FOR IRRIGATION SLEEVES	2,485	LF	\$ 12.08	\$ 30,018.80
E.	TRENCH MARKERS	76	EA	\$ 64.67	\$ 4,914.92



KEARNEY
COMPANIES



SECTION 12 – INSURANCE CERT.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2022

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

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

PRODUCER Marsh & McLennan Agency, LLC Bouchard Region 101 N Starcrest Dr Clearwater FL 33765	CONTACT NAME: Certificate Specialist PHONE (A/C, No, Ext): 727-447-6481 E-MAIL ADDRESS: Certificates@BouchardInsurance.com	FAX (A/C, No): 727-449-1267
	INSURER(S) AFFORDING COVERAGE	
INSURED The Kearney Companies, LLC 9625 Wes Kearney Way Riverview, FL 33578	INSURER A : XL Specialty Insurance	NAIC # 37885
	INSURER B : National Trust Insurance Company	20141
	INSURER C : FCCI Insurance Company	10178
	INSURER D : Homesite Insurance Company of Florida	11156
	INSURER E : Evanston Insurance Company	35378
	INSURER F : Columbia Casualty Company	31127

COVERAGES

CERTIFICATE NUMBER: 1089546727

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL10007632300	3/26/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA10007632500	3/26/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		UMB10007632700 CXP004097 7018573217	3/26/2022 3/26/2022 3/26/2022	4/1/2023 4/1/2023 4/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC010007632600	3/26/2022	4/1/2023	<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
E E A	Pollution Liability Professional Liability Leased/Rented Equipment	Y	Y	MMAENV003055 MMAENV003055 UM00024958MA22A	4/1/2022 4/1/2022 4/1/2022	4/1/2023 4/1/2023 4/1/2023	Occurrence Limit \$1,000,000 Occurrence Limit \$1,000,000 Leased/Rented Limit \$5,000,000

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

If required by written contract, Certificate Holder is an additional insured with respect to General Liability, Automobile Liability, Pollution Liability, Umbrella Liability and Excess Liability subject to the terms, conditions and exclusions of the policies. Additional insured with respect to General Liability includes ongoing and completed operations.

Coverage with respect to General Liability, Automobile Liability, Pollution Liability, Umbrella Liability, and Excess Liability is primary and non-contributory, where required by written contract.

When required by written contract, waiver of subrogation applies in favor of Certificate Holder with respect to General Liability, Automobile Liability, Workers See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Bid Sample

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED The Kearney Companies, LLC 9625 Wes Kearney Way Riverview, FL 33578	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Compensation, Pollution Liability, and Excess Liability, subject to the terms, conditions and exclusions of the policy.

Umbrella Liability follows form of General Liability, Automobile Liability and Employers Liability (Workers Compensation).

\$500,000 per item limit applies to Leased/Rented Equipment.

Pollution Liability and Professional Liability share a \$2,000,000 combined policy aggregate limit.

There are no residential exclusions.



KEARNEY
COMPANIES



SECTION 13 – RESUMES



Bing Kearney Executive

Mr. Kearney has been active in the family site development related businesses for more than forty five years and exclusively engaged in growing the business since high school. Bing's father, Charles "Wes" Kearney started in the bulldozing business in 1956 and later incorporated Kearney Development Company in 1971. The Kearney Companies have completed approximately \$2 billion dollars in sales over the many years. Bing has served in every position from equipment operator to company president and now serves as Chairman of The Kearney Companies. Bing Kearney is also the general manager or co-managing member many other private entities in the development and real estate sectors. He holds both Class "A" General Contractor and State Certified Underground Utility Contractor licenses and is a Licensed Florida Realtor. He also holds Georgia Utility Manager license, several Federal Firearms License's, and Florida Retail Tobacco Products Retailer license.

BRIEF PROJECT OVERSIGHT

RESIDENTIAL:

Aprile Phases 1, 2, 3, 4 & 5	Harbor Springs	Reserve at Pradera - Phases 2 & 3
Arbor Shoreline	Harvey Subdivision	Riverbend West
Autumnwood Grove	Hidden Oaks	Riverview Lakes
Ayersworth Glen 3A & 3C	Highland Meadows 4A	Rocky Creek Estates Phases 1 & 2
Ballantrae Phases 1 & 2	Hillandale Grove	Rocky Creek TH - Phases 1 & 2
Bellina	Hunters Lake	Seasons at Village Green
Belmont 1C, 2A, 2B, 2C, 1C1, B1	Innisbrook F	Serenity Creek - Phase 2
Birchwood	Landings at Alafia	Shetland Ridge
Boyette Road Phases 1 & 2	Lansdowne Crescent	Silverado - Phases 2, 3 & 4
Brandon Pointe Phases 3 & 4	Larson at the Eagles	Solterra Resort
Camden Field Phase 3	Legacy Ridge	South Cove
Camden Woods Phase 2	Long Lake Ranch, C1, C2, D1, D2, V8	South Fork Tracts D, L, M, N
Clement Pride Blvd North	Mariposa	Talavera Ph 1A-2, 1A-3,
Connerton Village 2 - Parcel 212	Meadow Pointe IV NOP - Enclave	Terra Largo 3A, 3B, 3C, 3D, 3E, 3F
Copperstone Phases 2A, 2B & 2C	Medford Lakes 2A & 2B	Tower Dairy
Cypress Creek Phases 4 & 5	Morsani	Triple Creek Village K&L/Amenity
Fishhawk West 3B, 4B & 5	Northgate Phases 1 & 2	Union Park Phase 6
Forest Glen	Oak Creek Parcel 8 & 9	Waterset 3B-1
Freedom Ridge	Oakleaf Hammock Phases 4A, 4B, 4C	Waterstone Phases 1 & 2
Grove Park Phases 2A, 2B & 3	Oakmont Phases 1 & 2	Woodlands at Long Leaf (Maricopa)
Harbor Palms	Provence (aka Cassata Oaks)	Wynnmere West

PARTIAL LIST OF COMMERCIAL & ROADWAY IMPROVEMENTS:

HCSO Training Facility	Kathleen Blue Storage	WAWA Summerfield
Boys & Girls Club of Riverview	New Hope Christian Life Center	Summerfield Crossings
M2Gen Phase 2	Bromley	Palmer Boulevard East
US301 & Summerfield Crossing	Kingsway Road	South Fork Ambleside Blvd.



Charles “Chase” Wesley Kearney, III Managing Member

Prior to forming The Kearney Companies in 2009, Chase has been involved in site development namely through the family site development business started by his grandfather, Charles “Wes” Kearney in the 1950s. Chase has worked in all parts of the business from analyzing and managing family real estate to reviewing company purchasing, estimating, accounting and business development. He was a heavy equipment operator and his construction experience even goes back to the tying of steel for use in concrete forms at the age of 10. While attending University of Tampa, he worked as a project manager at Westshore Consulting from 2002 - 2005. After graduating with a finance degree, he officially joined the family business in 2005.

BRIEF PROJECT OVERSIGHT

RESIDENTIAL:

Aprile Phases 1, 2, 3, 4 & 5	Harbor Springs	Reserve at Pradera - Phases 2 & 3
Arbor Shoreline	Harvey Subdivision	Riverbend West
Autumnwood Grove	Hidden Oaks	Riverview Lakes
Ayersworth Glen 3A & 3C	Highland Meadows 4A	Rocky Creek Estates Phases 1 & 2
Ballantrae Phases 1 & 2	Hillandale Grove	Rocky Creek TH - Phases 1 & 2
Bellina	Hunters Lake	Seasons at Village Green
Belmont 1C, 2A, 2B, 2C, 1C1, B1	Innisbrook F	Serenity Creek - Phase 2
Birchwood	Landings at Alafia	Shetland Ridge
Boyette Road Phases 1 & 2	Lansdowne Crescent	Silverado - Phases 2, 3 & 4
Brandon Pointe Phases 3 & 4	Larson at the Eagles	Solterra Resort
Camden Field Phase 3	Legacy Ridge	South Cove
Camden Woods Phase 2	Long Lake Ranch, C1, C2, D1, D2, V8	South Fork Tracts D, L, M, N
Clement Pride Blvd North	Mariposa	Talavera Ph 1A-2, 1A-3,
Connerton Village 2 - Parcel 212	Meadow Pointe IV NOP - Enclave	Terra Largo 3A, 3B, 3C, 3D, 3E, 3F
Copperstone Phases 2A, 2B & 2C	Medford Lakes 2A & 2B	Tower Dairy
Cypress Creek Phases 4 & 5	Morsani	Triple Creek Village K&L/Amenity
Fishhawk West 3B, 4B & 5	Northgate Phases 1 & 2	Union Park Phase 6
Forest Glen	Oak Creek Parcel 8 & 9	Waterset 3B-1
Freedom Ridge	Oakleaf Hammock Phases 4A, 4B, 4C	Waterstone Phases 1 & 2
Grove Park Phases 2A, 2B & 3	Oakmont Phases 1 & 2	Woodlands at Long Leaf (Maricopa)
Harbor Palms	Provence (aka Cassata Oaks)	Wynnmere West

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Boys & Girls Club of Riverview	New Hope Christian Life Center	Summerfield Crossings
M2Gen Phase 2	Bromley	Palmer Boulevard East
US301 & Summerfield Crossing	Kingsway Road	South Fork Ambleside Blvd.

The Kearney Companies



Thomas Spangler CFO

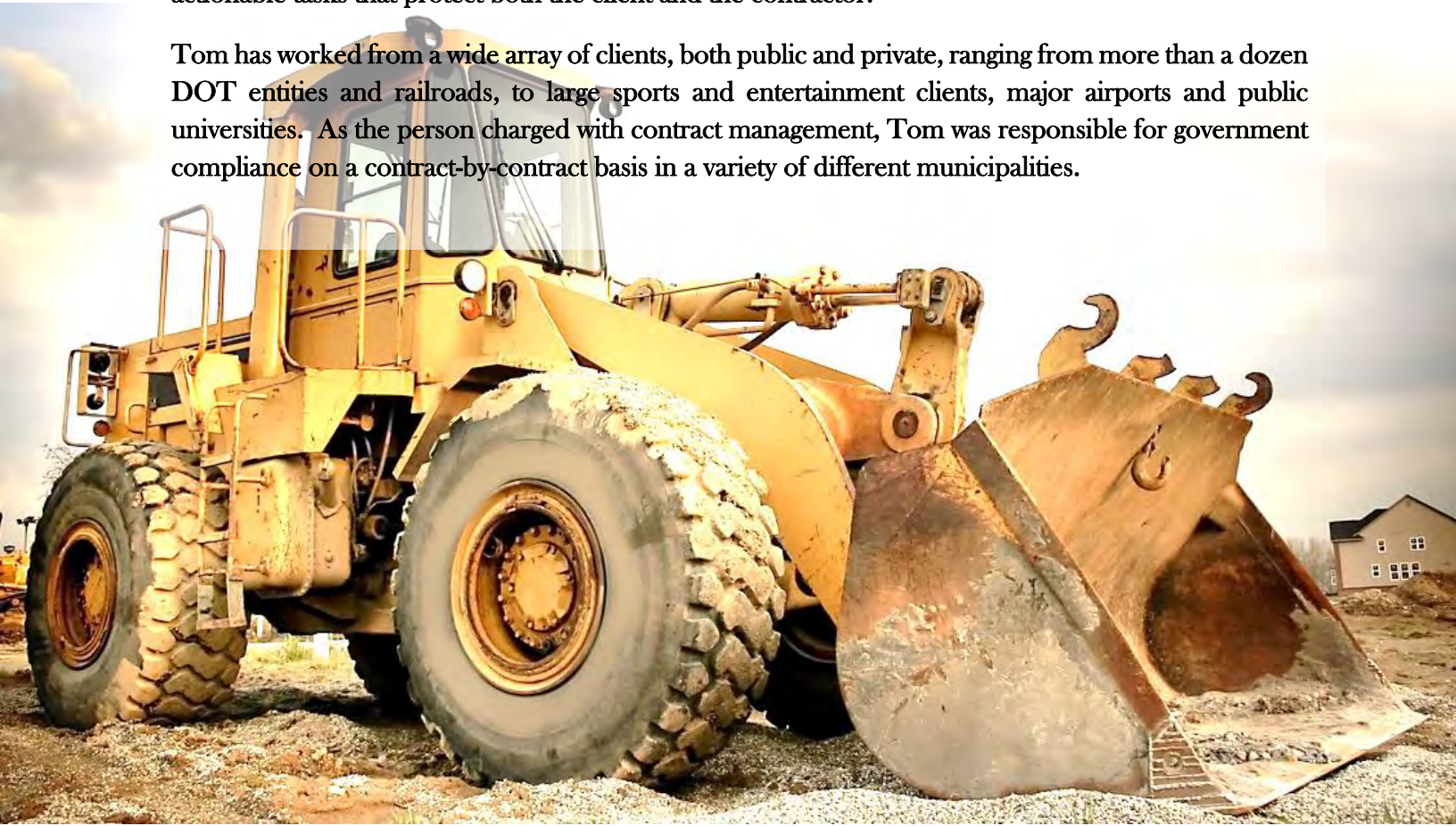
Tom graduated from Virginia Tech with a Bachelor of Science in Accounting & Information Systems. Tom has more than 19 years of construction finance and accounting experience primarily in the heavy civil and commercial construction fields. Tom joined the Kearney team in January 2021. He brings with him extensive knowledge in the field of finance as it relates to the construction industry. During his career Tom has established highly efficient and effective teams responsible for servicing all of the finance and administrative related activities, including accounting, payroll, legal, HR, insurance, risk management and IT. Tom regularly searches for strategies that maximize the efficiency and usefulness of his teams.

EXPERIENCE

PCL Construction - Manager, Finance & Administration

Managed all aspects of finance and administration for district offices with annual revenue ranging from \$300M to over \$1B. As a member of the senior leadership team in numerous locations, Tom was an integral part of strategically directing the course of business, including long term financial planning and reporting. Also responsible for Risk Management, Tom was charged with managing all insurance products as well as prime contract and sub-contract management. Additionally, Tom was responsible for working closely with Field Safety Supervisors and Project Managers to translate perceived risks into actionable tasks that protect both the client and the contractor.

Tom has worked from a wide array of clients, both public and private, ranging from more than a dozen DOT entities and railroads, to large sports and entertainment clients, major airports and public universities. As the person charged with contract management, Tom was responsible for government compliance on a contract-by-contract basis in a variety of different municipalities.





Ken Montague Director of Field Operations

Ken has thirty-eight years of Field Operations experience with twenty-one years of General Superintendent experience. His knowledge and expertise in the field of site-work development is unmatched. Ken is a native Floridian who has worked with the Kearney Companies since 1985. He has supervised over a billion dollars in site-work construction and is directly responsible for overall field supervision, site monitoring and equipment. He manages and troubleshoots all jobs, each field crew and oversees the day-to-day operations of all field personnel and projects. Ken personally visits every active jobsite no less than every two days. He maintains constant communication and acts as liaison between field operations, project manager and owner representatives. Additionally, he is responsible for overseeing and executing the construction for every job from clearing phase through final punch out.

CERTIFICATIONS:

Qualified Stormwater Management Inspector

OSHA Certified

MSHA Certified

Forklift, Trenching and Excavation Competent Person training

BRIEF LIST OF PROJECT OVERSIGHT

RESIDENTIAL:

Aprile Phases 1, 2, 3, 4 & 5	Harbor Springs	Reserve at Pradera - Phases 2 & 3
Arbor Shoreline	Harvey Subdivision	Riverbend West
Autumnwood Grove	Hidden Oaks	Riverview Lakes
Ayersworth Glen 3A & 3C	Highland Meadows 4A	Rocky Creek Estates Phases 1 & 2
Ballantrae Phases 1 & 2	Hillandale Grove	Rocky Creek TH - Phases 1 & 2
Bellina	Hunters Lake	Seasons at Village Green
Belmont 1C, 2A, 2B, 2C, 1C1, B1	Innisbrook F	Serenity Creek - Phase 2
Birchwood	Landings at Alafia	Shetland Ridge
Boyette Road Phases 1 & 2	Lansdowne Crescent	Silverado - Phases 2, 3 & 4
Brandon Pointe Phases 3 & 4	Larson at the Eagles	Solterra Resort
Camden Field Phase 3	Legacy Ridge	South Cove
Camden Woods Phase 2	Long Lake Ranch, C1, C2, D1, D2, V8	South Fork Tracts D, L, M, N
Clement Pride Blvd North	Mariposa	Talavera Ph 1A-2, 1A-3,
Connerton Village 2 - Parcel 212	Meadow Pointe IV NOP - Enclave	Terra Largo 3A, 3B, 3C, 3D, 3E, 3F
Copperstone Phases 2A, 2B & 2C	Medford Lakes 2A & 2B	Tower Dairy
Cypress Creek Phases 4 & 5	Morsani	Triple Creek Village K&L/Amenity
Fishhawk West 3B, 4B & 5	Northgate Phases 1 & 2	Union Park Phase 6
Forest Glen	Oak Creek Parcel 8 & 9	Waterset 3B-1
Freedom Ridge	Oakleaf Hammock Phases 4A, 4B, 4C	Waterstone Phases 1 & 2
Grove Park Phases 2A, 2B & 3	Oakmont Phases 1 & 2	Woodlands at Long Leaf (Maricopa)
Harbor Palms	Provence (aka Cassata Oaks)	Wynnmere West

COMMERCIAL & ROADWAY IMPROVEMENTS:

HCSO Training Facility	Kathleen Blue Storage	WAWA Summerfield
Boys & Girls Club of Riverview	New Hope Christian Life Center	Summerfield Crossings
M2Gen Phase 2	Bromley	Palmer Boulevard East
US301 & Summerfield Crossing	Kingsway Road	South Fork Ambleside Blvd.

The Kearney Companies



Jake Hansen Vice President, Estimating

Jake graduated from University of Central Florida with a Bachelor of Science in Economics. Jake joined the TKC team in 2016 as an estimator and has consistently performed to add to the efficiency, growth and success of the Estimating department and company as a whole. In November of 2020, he was promoted to Vice President and serves as a liaison between our Estimating and Project Management teams. He oversees budgets, schedules and reviews all bids prior to submittal; and also serves as Director of the Aerial Surveying Department. Jake works in Client Relations on behalf of the company to grow and solidify our business partnerships.

BRIEF LIST OF PROJECT OVERSIGHT

RESIDENTIAL:

Avalon Park West
Williams Pointe
Abbott Square

Oakley Grove West
Zephyr Ridge Phase 2
WesChap Townhomes

Solstice
Woodcreek Phase 1
Belmont Apartments

COMMERCIAL:

DTP7 Seffner - Amazon

PK-8 School UU



The Kearney Companies



Don Campbell
Senior Manager

Don Campbell is a Senior Manager for The Kearney Companies. As of September 2022, Don has rejoined the Kearney family and brings a wealth of knowledge and experience in the area of Civil construction to the Team. Don has been putting his experience with Operations Management, specializing in Purchasing, IT, Field Technology and Project Management, to great use over his career. Don has a vast portfolio of diverse projects and his track record of finishing projects on time and under budget is something that is impossible to overlook. Mr. Campbell is well versed in managing contract terms and conditions as well as implementing innovative project management systems. He develops and maintains client relations while also ensuring that our safety program and processes are implemented and enforced. Don works with each level of the Team to provide optimum communication and problem solving, which creates a safe and productive work environment for total project success and exceptional client satisfaction. As a Senior Manager, Don will coordinate and control office related construction activities, including oversight of our own forces, as well as subcontractors and suppliers.

CERTIFICATIONS:

Qualified Stormwater Management Inspector
OSHA Certified
MSHA Certified
Competent Person Certified
Blue Beam Trained
Trimble Stratus Propeller Trained

BRIEF LIST OF PROJECT OVERSIGHT

RESIDENTIAL:

Aprile Phases 1, 2, 4 & Offsite
Copperstone Estates

Forest Glen
Hillandale Grove

Oakleaf Hammock Ph4A
Rocky Creek Estates Phases 1 & 2

COMMERCIAL & ROADWAY IMPROVEMENTS:

HCSO Training Facility
Palmer Boulevard East

Boys & Girls Club of Riverview

M2Gen Phase 2



The Kearney Companies



Frank Valente Senior Project Manager

Frank has been with The Kearney Companies since 1991. He graduated from University of South Florida with his business degree and has been a Licensed Florida Real Estate Salesperson since 1987. During his tenure at TKC, he has worked in Estimating, Land Development and Project Management. His diversity of experience benefits the company in estimating, contract review, property analysis, concept budgeting, scheduling, site development, permitting, building construction, rezoning and project management.

BRIEF LIST OF PROJECT OVERSITE

RESIDENTIAL:

Oakley Grove West

Belmont Apartments

Easthaven Townhomes

COMMERCIAL:

DTP7 Seffner - Amazon
Edison Suncoast Office Park
Bullseye Fletcher

PK-8 School UU
Causeway Commercial Center
Shooters World - Orlando

Moffitt Modular Office Site
Wawa - Summerfield Crossing
Shooters World - Ocala



The Kearney Companies



Sherry Spurlock Senior Project Manager

When Sherry joined the Kearney team in 2016, she brought with her decades of experience including significant and recognized accomplishments in the area of Civil and Geotechnical Engineering Administrative, Construction Phase Services, Technical Support, Risk Management and Human Resources. Her many years as a field representative in Commercial Land Development combined with her advanced administrative and time management skills quickly made her a valuable asset to the Project Management department.

CERTIFICATIONS:

FDEP Stormwater Erosion and Sedimentation Control Inspector
Trenching and Excavation Competent Person training.

BRIEF PROJECT OVERSIGHT

RESIDENTIAL:

Ashberry Village, Phase 1
Avalon Park West
Ayersworth Glen 3A, 3B, 3C, 4 & 5
Belmont 1C-2A, 2B, 2C, 2D, 2F
Bexley 3B
Camden Field 3
Chapel Creek Villages 3 & 6
Connerton V2, P208, 209 & 219
Cypress Creek 4
Del Webb Bexley Phase 2
Epperson Ranch Pod F
Grove Park (La Collina) 3
Harbor Palms
Hawks Fern 1 & 2

Highland Meadows 4A
Highway 540
Lovegren North
Mariposa
Meadow Point IV NOP Enclave
Miller Creek
Mirada Crystal Lagoon
Morsani
Northgate 1, 2 & 3
Rivercrest Lakes
Riverbend West
River Bend Village
Ridgewood Estates
Serenity Creek 2

Shoppes at Alafia
Silverado 2, 3 & 4
Solterra Resort
Starkey Ranch Parcels 8-9
Talavera 1A-2, 1A-3, 1B-1, 1B-2, 1E
Terra Largo 3C, 3D, 3E, 3F
Toulon Phase 3
Tower Dairy 1, 2, 3
Triple Creek G2-H-I-J-K-L-M-N-P
Unions Park 6
Willow Walk
Woodlands at Lingleaf (Maricopa)



The Kearney Companies



Antonio Alexander Safety Director

Antonio graduated from Baruch College with a Bachelor of Science in Business Administration. Antonio joined the TKC team in 2018 as Safety Director and meets with site staff to review the latest health and safety protocols and to inspect jobsites in all areas of compliance.

CERTIFICATIONS:

OSHA authorized construction outreach trainer

MOT Advance course

Certified Fall Protection Competent Person

Certified Confined Space & Permit Required Confined Space Competent Person.

Certified Forklift Trainer

Certified Aerial Truck Trainer

Certified Breath & Alcohol Technician (BAT)

Certified Storm Water Inspector

Certified Rigging Inspector

Certified Rigger I

Certified Signal Person/Spotter

First Aid CPR/AED trained

Certified English/Spanish Teacher

EXPERIENCE

Prince Contracting - Field Safety Manager

Provide support to the project by maintaining a visible presence to the field performing site visits and audits to the entire project at least once per day. Coordinates with the superintendents and project manager. Assist in the coaching, mentoring, training and implementation of the HS&E programs.

EnviroFocus Technologies - HR Training Coordinator

Conduct new employee orientations with other specialists to ensure new employee receive pertinent information, understands the organization, etc. Conduct needs assessment and develop training content with subject matter expert. Prepare training materials and job aids.

US Embassy, Caracas, Venezuela - Logistics Officers

Provided logistical support to five subordinate staff sections composed of sixty-five military personnel and their dependents and host nation counterpart. Responsible for the monthly coordination and distribution of Commissary run and TDY deployment personnel for SAO training of country counterpart. Managed a fleet of 18 vehicles and drivers. Accountable for over \$250K worth of vehicles and military equipment. Compiled information and prepared a variety of quarterly and annual reports.

Norman Contractors - HR Coordinator/Safety Officer

Conduct new employee orientations with other specialists to ensure new employee receive pertinent information, understands the organization, etc. Conduct needs assessment and develop training content with subject matter expert. Responsible for all aspects of safety, conduct training, monthly safety meetings and ensure compliance of OSHA regulations.

The Kearney Companies



Antonio Alexander Safety Director

Antonio graduated from Baruch College with a Bachelor of Science in Business Administration. Antonio joined the TKC team in 2018 as Safety Director and meets with site staff to review the latest health and safety protocols and to inspect jobsites in all areas of compliance.

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Certified Aerial Truck Trainer

Certified Breath & Alcohol Technician (BAT)

Certified Storm Water Inspector

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Certified Rigger I

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Norman Contractors - HR Coordinator/Safety Officer

Conduct new employee orientations with other specialists to ensure new employee receive pertinent information, understands the organization, etc. Conduct needs assessment and develop training content with subject matter expert. Responsible for all aspects of safety, conduct training, monthly safety meetings and ensure compliance of OSHA regulations.



Jim Burner Superintendent

Jim has 36 years' experience in Field Operations and has been with The Kearney Companies since 1998. His background includes Safety, and Stormwater Management.

CERTIFICATIONS:

OSHA - 10 hour
Confined Space & Competent Person
Excavation and Trenching Competent Person
First Aid/CPR
Stormwater Erosion Control Inspector
Equipment/Operator Training
Certified Pile Burner

BRIEF PROJECT OVERSIGHT

RESIDENTIAL:

Aprile Phases 1, 2, 3, 4 & 5	Harbor Springs	Reserve at Pradera - Phases 2 & 3
Arbor Shoreline	Harvey Subdivision	Riverbend West
Autumnwood Grove	Hidden Oaks	Riverview Lakes
Ayersworth Glen 3A & 3C	Highland Meadows 4A	Rocky Creek Estates Phases 1 & 2
Ballantrae Phases 1 & 2	Hillandale Grove	Rocky Creek TH - Phases 1 & 2
Bellina	Hunters Lake	Seasons at Village Green
Belmont 1C, 2A, 2B, 2C, 1C1, B1	Innisbrook F	Serenity Creek - Phase 2
Birchwood	Landings at Alafia	Shetland Ridge
Boyette Road Phases 1 & 2	Lansdowne Crescent	Silverado - Phases 2, 3 & 4
Brandon Pointe Phases 3 & 4	Larson at the Eagles	Solterra Resort
Camden Field Phase 3	Legacy Ridge	South Cove
Camden Woods Phase 2	Long Lake Ranch, C1, C2, D1, D2, V8	South Fork Tracts D, L, M, N
Clement Pride Blvd North	Mariposa	Talavera Ph 1A-2, 1A-3,
Connerton Village 2 - Parcel 212	Meadow Pointe IV NOP - Enclave	Terra Largo 3A, 3B, 3C, 3D, 3E, 3F
Copperstone Phases 2A, 2B & 2C	Medford Lakes 2A & 2B	Tower Dairy
Cypress Creek Phases 4 & 5	Morsani	Triple Creek Village K&L/Amenity
Fishhawk West 3B, 4B & 5	Northgate Phases 1 & 2	Union Park Phase 6
Forest Glen	Oak Creek Parcel 8 & 9	Waterset 3B-1
Freedom Ridge	Oakleaf Hammock Phases 4A, 4B, 4C	Waterstone Phases 1 & 2
Grove Park Phases 2A, 2B & 3	Oakmont Phases 1 & 2	Woodlands at Long Leaf (Maricopa)
Harbor Palms	Provence (aka Cassata Oaks)	Wynnmere West

PARTIAL LIST OF COMMERCIAL & ROADWAY IMPROVEMENTS:

HCSO Training Facility	Kathleen Blue Storage	WAWA Summerfield
Boys & Girls Club of Riverview	New Hope Christian Life Center	Summerfield Crossings
M2Gen Phase 2	Bromley	Palmer Boulevard East
US301 & Summerfield Crossing	Kingsway Road	South Fork Ambleside Blvd.

The Kearney Companies



Brad Knight Asphalt Operations Manager

Brad brings 30+ years of experience in the Asphalt Industry to The Kearney Companies, LLC (TKC). With a wide knowledge of asphalt, milling machine operation, as well as, a solid understanding of road construction methodology, Brad manages a variety of key asphalt operational duties in his role at TKC.

CERTIFICATIONS:

FDOT Approved Maintenance of Traffic (MOT) Intermediate
FDEP Stormwater Erosion & Sedimentation Contract Inspector
OSHA Trenching & Excavation - Competent Person
OSHA Occupational Safety & Health

EXPERIENCE

RESIDENTIAL:

Champions Chase
Easthaven Townhomes
Epperson Ranch
Meadow Ridge Townhomes
Oakley Grove West

Pasadena Point
Pinnacle Pointe
Solstice
Talavera 2A
Triple Creek N&P

Valri Forest
VillaMar
WesChap Townhomes
Williams Pointe

COMMERCIAL & ROAD IMPROVMENTS:

Amazon - Cocoa Beach
Belmont PAM Blvd Ext.
City of Brooksville
Curry Ford
Hallowell

Hillsborough County
Home Depot - Gainesville
Home Depot - Kissimmee
Lowes - New Port Richey
Overpass Road Phase 2

PK-8 School UU
Turnberry
Walmart - Jacksonville
Walmart - Largo





KEARNEY
COMPANIES



SECTION 14 – STAFFING LEVELS

**The Kearney Companies Staffing Levels
Point In Time: 1/30/23**

<i>Accounting Manager</i>	1
<i>Acctg Clerk</i>	4
<i>Administrative Support</i>	11
<i>Aerial Surveyor</i>	1
<i>CFO</i>	1
<i>Concrete Finisher</i>	2
<i>Construction Manager</i>	1
<i>Controller</i>	1
<i>Corporate Housekeeper</i>	1
<i>Director Of Estimating</i>	1
<i>Equipment Operator</i>	129
<i>Estimator</i>	7
<i>Executive Operations</i>	5
<i>Executive Owner</i>	1
<i>Fleet & Equipment Manager</i>	1
<i>Foreman</i>	37
<i>Human Resources Manager</i>	1
<i>Laborer</i>	127
<i>Mechanic</i>	9
<i>Pipelayer</i>	6
<i>Project Manager</i>	6
<i>Safety & Risk Coordinator</i>	2
<i>Safety Director</i>	1
<i>Service Mgr</i>	1
<i>Transport Driver</i>	7
<i>Vice President</i>	1
<i>Yard Maintenance</i>	2
	367



KEARNEY
COMPANIES



SECTION 15 – THREE REFERENCES



CDD Project Reference List

BELMONT PHASES 1C, 2A & 2B

Belmont CDD c/o Greenpointe Communities
7807 Baymeadows Road East, #205, Jacksonville, FL 32256
Contact: Jim McGowan/jmcgowan@greenpointellc.com
Contract Amount: \$4.4 Million
Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station and finished lots. TKC has completed 6 phases in the Belmont community.

FISHHAWK WEST PHASE 3B

Fishhawk CDD IV c/o Newland Communities
777 S. Harbor Island Boulevard, Suite 320, Tampa, FL 33602
Contact: Randy Appenzeller/rappenzeller@newlandco.com
Contract Amount: \$2.7 Million
Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, offsite road improvements and finished lots. TKC has completed 3 phases in the Fishhawk Ranch community.

TALAVERA PHASE 1A-2

Talavera CDD c/o M/I Homes
4343 Anchor Plaza Parkway, Tampa, FL 33634
Contact: Steve Bennett/smbennett@mihomes.com
Contract Amount: \$3 Million
Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, collector road, lift station and finished lots. TK has completed 2 phases and is under contract for 2 additional phases in the Talavera community.

AYERSWORTH GLEN PHASE 3C

Highlands CDD c/o Lennar Homes
4600 W. Cypress Street, Suite 200, Tampa, FL 33607
Contact: Steve Smith/steve.smith@lennar.com
Contract Amount: \$3.5 Million
Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, mass grade future phase and finished lots.

CDD Project Reference List (continued)

WATERSET PHASE 3B-1

Waterset North CDD c/o Newland Communities

777 S. Harbor Island Boulevard, Suite 320, Tampa, FL 33602

Contact: Randy Appenzeller/rappenzeller@newlandco.com

Contract Amount: \$1 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds and finished lots. TKC is under contract in an additional phase of the Waterset community.

TRIPLE CREEK VILLAGES K & L/AMENITY CENTER

Triple Creek CDD c/o Greenpointe Communities

7807 Baymeadows Road East, #205, Jacksonville, FL 32256

Contact: Jim McGowan/jmcgowan@greenpointellc.com

Contract Amount: \$2.4 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station, offsite road improvements and finished lots. TKC is under contract for offsite intersection improvements for the Triple Creek community.

CONNERTON VILLAGE 2, PARCEL 212

Connerton West CDD c/o Hayman Woods, LLC

1601 Elm Street, Suite 3110, Dallas, TX 75201

Contact: Stewart Gibbons/stewart@gibbons-group.com

Contract Amount: \$1.4 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds and finished lots.

WILLOW WALK PHASE 2

Willow Walk CDD c/o Kolter Land Partners LLC

14025 Riveredge Drive, Ste 175, Tampa, FL 33637

Contact: Greg Meath/gmeath@kolter.com

Contract Amount: \$3.5 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds and finished lots.

CDD Project Reference List (continued)

TRIPLE CREEK VILLAGES G2, I & J

Triple Creek CDD c/o Greenpointe Communities
7807 Baymeadows Road East, #205, Jacksonville, FL 32256
Contact: Jim McGowan/jmcgowan@greenpointellc.com
Contract Amount: \$7.8 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station, offsite road improvements and finished lots.

LAKESIDE PHASES 1B, 2B, 4 & 6

Lakeside CDD c/o Florida Design Consultants
3030 Starkey Boulevard, New Port Richey, FL 34655
Contact: Jeff Denny/jdenny@fldesign.com
Contract Amount: \$3.3 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, and finished lots.

AYERSWORTH GLEN PHASE 5

Highlands CDD c/o Lennar Homes
4600 W. Cypress Street, Suite 200, Tampa, FL 33607
Contact: Parker Hirons/parker.hirons@lennar.com
Contract Amount: \$1.4 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station and finished lots.

AYERSWORTH GLEN PHASE 4

Highlands CDD c/o Highland Sumner, LLC
346 East Central Avenue, Winter Haven, FL 33880
Contact: Rennie Heath/rheath@heathfl.com
Contract Amount: \$3.7 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station and finished lots.

TRIPLE CREEK VILLAGE H

Triple Creek CDD c/o Greenpointe Communities
7807 Baymeadows Road East, #205, Jacksonville, FL 32256
Contact: Jim McGowan/jmcgowan@greenpointellc.com
Contract Amount: \$3.6 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, and finished lots.

CDD Project Reference List (continued)

VILLAMAR PHASE 2

VillaMar CDD c/o Heath Construction Management
346 East Central Avenue, Winter Haven, FL 33880

Contact: Rennie Heath/rheath@heathfl.com

Contract Amount: \$3.1 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station, offsite road improvements and finished lots.

TRIPLE CREEK VILLAGES M1 & M2

Triple Creek CDD c/o Greenpointe Communities
7807 Baymeadows Road East, #205, Jacksonville, FL 32256

Contact: Jim McGowan/jmcgowan@greenpointellc.com

Contract Amount: \$6.9 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station, offsite road improvements and finished lots.

ORCHID TERRACE

Highlands Meadows West CDD c/o Heath Construction Management
346 East Central Avenue, Winter Haven, FL 33880

Contact: Rennie Heath/rheath@heathfl.com

Contract Amount: \$2.1 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, offsite road improvements and finished lots.

NORTH POWERLINE ROAD

North Powerline Road CDD c/o Heath Construction Management
346 East Central Avenue, Winter Haven, FL 33880

Contact: Rennie Heath/rheath@heathfl.com

Contract Amount: \$5 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station and finished lots.

HINTON PHASE 1B

Hawkstone CDD c/o Homes by WestBay
4065 Crescent Park Drive, Riverview, FL 33578

Contact: Parker Hirons/phirons@westbaytampa.com

Contract Amount: \$2.7 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station, offsite road improvements and finished lots.

CDD Project Reference List (continued)

VILLAMAR PHASE 4

VillaMar CDD c/o Heath Construction Management
346 East Central Avenue, Winter Haven, FL 33880

Contact: Rennie Heath/rheath@heathfl.com

Contract Amount: \$3.5 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, lift station, offsite road improvements and finished lots.

TRIPLE CREEK VILLAGES N & P

Triple Creek CDD c/o Greenpointe Communities
7807 Baymeadows Road East, #205, Jacksonville, FL 32256

Contact: Jim McGowan/jmcgowan@greenpointellc.com

Contract Amount: \$6.3 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, common area earthwork and finished lots.

VILLAMAR PHASE 5

VillaMar CDD c/o Heath Construction Management
346 East Central Avenue, Winter Haven, FL 33880

Contact: Rennie Heath/rheath@heathfl.com

Contract Amount: \$5.8 Million

Project Scope: Infrastructure including underground utilities, storm drainage, roadways, ponds, offsite road improvements and finished lots.



KEARNEY
COMPANIES



**SECTION 16 – LICENSES & AUTHORIZED TO DO BUSINESS IN STATE OF
FLORIDA**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MITCHELL, JOHN ALEXANDER

THE KEARNEY COMPANIES, LLC
9625 WES KEARNEY WAY
RIVERVIEW FL 33578

LICENSE NUMBER: CGC056853

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



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

MITCHELL, JOHN ALEXANDER

THE KEARNEY COMPANIES, LLC
9625 WES KEARNEY WAY
RIVERVIEW FL 33578

LICENSE NUMBER: CUC057365

EXPIRATION DATE: AUGUST 31, 2024

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



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



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

MITCHELL, JOHN ALEXANDER

THE KEARNEY COMPANIES, LLC
9625 WES KEARNEY WAY
RIVERVIEW FL 33578

LICENSE NUMBER: EC13006141

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 24, 2022

THE KEARNEY COMPANIES, LLC
9625 WES KEARNEY WAY
RIVERVIEW, FLORIDA 33578

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Utilities (Sanitary Sewer, Storm, Force Main, Water Main, Reclaimed Main).

Unless notified otherwise, this Certificate of Qualification will expire **9/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

for Alan Autry, Manager
Contracts Administration Office

AA:cg

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2023

Expires September 30th



ACCOUNT #:: 100925

SIC CODE: 1623.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
EXCAVATING & UNDERGROUND UTILITY CONTR
STATE LICENSE #
CUC057365

OWNER/QUALIFYING AGENT
MITCHELL JOHN A, KEARNEY CHARLE

LOCATION ADDRESS:
9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

KEARNEY COMPANIES LLC THE

9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

DATE	RECEIPT	AMOUNT
07/26/2022	22-1-112458	42.50

Dear Business Owner:

Your 2023 Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
THE KEARNEY COMPANIES, LLC

Filing Information

Document Number	L09000100864
FEI/EIN Number	27-1197898
Date Filed	10/19/2009
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/13/2012
Event Effective Date	NONE

Principal Address

9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

Mailing Address

9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

Registered Agent Name & Address

REED, JAMES M
9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

Address Changed: 04/07/2011

Authorized Person(s) Detail

Name & Address

Title MGR

KEARNEY, CHARLES WIII
9625 WES KEARNEY WAY
TAMPA, FL 33578

Title CFO

Spangler , Thomas

9625 WES KEARNEY WAY
RIVERVIEW, FL 33578

Annual Reports

Report Year	Filed Date
2020	06/09/2020
2021	04/09/2021
2022	04/12/2022

Document Images

04/12/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
06/09/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
04/05/2018 -- ANNUAL REPORT	View image in PDF format
01/24/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
04/09/2014 -- ANNUAL REPORT	View image in PDF format
04/06/2013 -- ANNUAL REPORT	View image in PDF format
12/13/2012 -- LC Name Change	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
10/19/2009 -- Florida Limited Liability	View image in PDF format

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
[REDACTED]	[REDACTED]
or	
Employer identification number	
[REDACTED]	[REDACTED]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ [REDACTED]	Date ▶ [REDACTED]
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



KEARNEY
COMPANIES



SECTION 16 – BONDING LETTER

November 17, 2022

The Kearney Companies, LLC
9625 Wes Kearney Way
Riverview, FL 33578

Contractor: The Kearney Companies, LLC – Bond Reference Letter

To Whom It May Concern:

It has been the privilege of NGM Insurance Company to provide surety bonds on behalf of The Kearney Companies, LLC.

At The Kearney Companies, LLC's request, we anticipate being able to provide bonds subject to the surety's review and acceptance of the contract terms and conditions, bond forms, construction financing details and a satisfactory underwriting review at the time of the request. The surety reserves the absolute right to approve or decline bonds.

The Kearney Companies, LLC has a bonding program of \$50,000,000.00 single job and an aggregate work program in excess of \$250,000,000.00; however, those are merely guidelines and we would consider any project that The Kearney Companies, LLC desires to undertake.

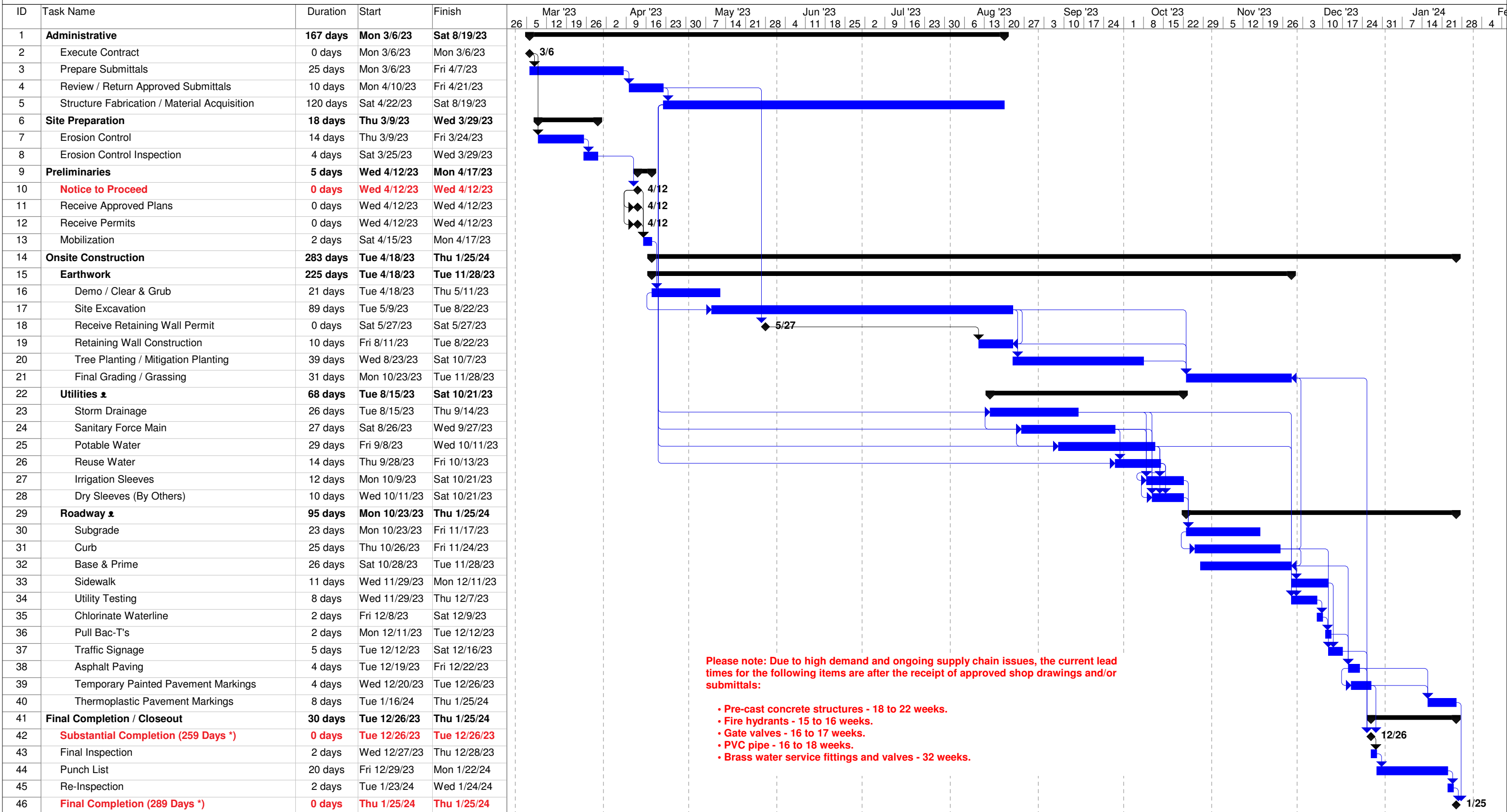
This letter is not to be used as a qualification for Subguard or any other subcontractor default insurance product.

NGM Insurance Company carries an A (Excellent) rating with A.M. Best, a Financial Class Size of XII (\$1 Billion to \$1.25 Billion) and is listed as an approved surety by the Department of Treasury Circular 570.

Sincerely,



Mark D. Pichowski, CPA
Attorney-in-Fact and
Florida Licensed Resident Agent



Please note: Due to high demand and ongoing supply chain issues, the current lead times for the following items are after the receipt of approved shop drawings and/or submittals:

- Pre-cast concrete structures - 18 to 22 weeks.
- Fire hydrants - 15 to 16 weeks.
- Gate valves - 16 to 17 weeks.
- PVC pipe - 16 to 18 weeks.
- Brass water service fittings and valves - 32 weeks.

Project: Chancy Road Phase 3 Date: Mon 2/20/23	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Deadline		
	Milestone		External Milestone		Manual Task		Start-only				
	Summary		Inactive Task		Duration-only		Finish-only				

* Calendar Days from "Notice to Proceed", Receipt of Approved Plans and Permits to Milestone date.
 † Subject to availability of PVC pipe, concrete structures, hydrants, valves, fittings, crushed concrete and limerock materials.
 TKC will not be responsible for material shortages that may arise throughout the duration of the contract that are outside of TKC's control.



**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL FOR**

CHANCEY ROAD PHASE 3 PROJECT

TABLE OF CONTENTS

I. PROPOSAL PACKAGE

- A. Request for **Proposals** Advertisement
- B. Evaluation Criteria
- C. Instructions to Proposers
 - a. Solicitation and Award Process
 - b. Proposal Requirements
- D. Official Proposal Form
 - a. Bid Tabulation
- E. Form of Proposal Bond
- F. Certificate as to Corporate Principal/Individual/Partnership/Corporation
- G. Affidavit of Proposer
- H. Sworn Statement Regarding Public Entity Crimes
- I. Affidavit of Non-Collusion
- J. Sworn Statement Regarding Scrutinized Companies
- K. Trench Safety Act **Compliance** and **Cost Statements**
- L. **Minimum Qualification Statement**

II. CONSTRUCTION CONTRACT DOCUMENTS (THE "CONTRACT DOCUMENTS")

- A. Standard Form of Agreement Between Owner and Contractor (Stipulated Price)
- B. Amendment to Standard Form of Agreement
- C. General Conditions of the Contract for Construction
- D. Supplementary Conditions to Standard Form of Agreement & General Conditions
- E. Forms of Performance Bond and Payment Bond

III. DRAWINGS, SPECIFICATIONS, AND SUPPLEMENTARY INFORMATION



I. PROPOSAL PACKAGE

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL FOR
CHANCEY ROAD PHASE 3 PROJECT**

Notice is hereby given that the Wiregrass II Community Development District (the "District") will receive proposals for the following District project:

Chancey Road Phase 3 Project

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to construct and install certain master infrastructure improvements relative to the Chancey Road Phase 3 project, including associated earthwork, stormwater/drainage improvements, water and wastewater systems, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed.

All Work shall be performed in accordance with the Florida Department of Transportation's "Standard Specifications for Road and Bridge Construction," 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements included in the Project Manual and in accordance with the plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained beginning **January 18, 2023 at 12:00 p.m.** at the offices Ardurra Group, Inc., located at 4921 Memorial Highway, Suite 300, Tampa, Florida 33634 at a cost of \$105.00, which represents the approximate cost of reproduction. Checks should be made out to Ardurra Group, Inc.

There will be a **mandatory pre-bid proposal conference** on **January 24, 2023 at 2:00 p.m.** via Microsoft Teams which can be accessed by utilizing the following log-in information:

<https://teams.live.com/meet/938312825410>

Please reach out to the District's Project Manager, Scott Sheridan, at scott@thewiregrassranch.com for questions regarding the log-in instructions. Failure to attend may preclude a proposer from responding to this Request for Proposals.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications

must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorneys' fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

Firms desiring to provide construction services for the referenced project must submit one (1) original and one (1) electronic copy of the required proposal no later than **3:00 p.m. on February 20, 2023** at the offices of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, (813) 994-1001. The District will conduct a special public meeting at the offices of the District Manager, Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, at such time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, *Florida Statutes*. A copy of the agenda for the meeting may be obtained from the District Manager. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting Rizzetta & Company, Inc., the District Manager, at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

As further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed in writing only to the District's Engineer, Nicole Lynn at nlynn@ardurra.com, with a copy to the Project Manager, Scott Sheridan at scott@thewiregrassranch.com, and to District Counsel, Lindsay Whelan at lindsay.whelan@kutakrock.com, by **February 16, 2023 at 5:00 P.M.** No phone inquiries please.

WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals – Chancey Road Phase 3 Project
Evaluation Criteria

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

INSTRUCTIONS TO PROPOSERS
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

Solicitation and Award Process

DATE	EVENT
January 18, 2023	Notice of RFP Published & Posted
January 18, 2023 at 12:00 p.m.	RFP Available for Pick-Up
January 24, 2023 at 2:00 p.m.	Pre-Bid Meeting
January 30, 2023 – February 20, 2023	Site Available for Inspection
February 16, 2023 at 5:00 p.m.	Deadline for Questions
February 20, 2023 at 3:00 p.m.	Proposals Due / Public Opening
February 23, 2023 at 10:30 a.m.	Board Meeting to Evaluate Proposals & Award Contract

SECTION 1. DUE DATE. Sealed proposals must be received no later than **February 20, 2023 at 3:00 p.m.** at the office of **Rizzetta & Company, Inc. located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544**, attention: District Manager. Properly identified Proposals received on time will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A **mandatory pre-proposal conference** will be held on this project on **January 24, 2023 at 2:00 p.m.** via Microsoft Teams which can be accessed by utilizing the following log-in information:

<https://teams.live.com/join/938312825410>

Please reach out to the District’s Project Manager, Scott Sheridan, at scott@thewiregrassranch.com for questions regarding the log-in instructions. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements. The Project Manager will transmit to all prospective Proposers of record such Addenda, as the Project Manger considers necessary in response to questions arising at the conference. Oral statements shall not be relied upon and will not be binding or legally effective.

SECTION 3. INTERPRETATIONS AND ADDENDA. Proposers shall promptly notify the District Engineer, Nicole Lynn, via email only (nlynn@ardurra.com) with subject line “Chancey Road Phase 3 Bid Question” of any ambiguity, inconsistency, or error, which they may discover upon examination of the Proposal Documents or of the site and local conditions, with a copy to the Project Manager, Scott Sheridan (scott@thewiregrassranch.com) and District Counsel, Lindsay Whelan (lindsay.whelan@kutakrock.com). All questions about the meaning or intent of the Proposal Documents or the Project are to be directed to the District Engineer. **Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request by February 16, 2023 at 5:00 P.M. No phone inquiries please.** Only questions answered by formal written Addenda will be binding. Interpretation, corrections, or changes of the Proposal

Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretation, corrections, and change. No interpretations will be given verbally.

An interpretation, correction, or change of the Proposal Documents considered necessary by the District will be made by Addendum and sent via mail, fax, email or delivery to all parties having received the Proposal Documents. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - the Proposer shall be responsible for all queries.

SECTION 4. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the qualified Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet contained within the Proposal Documents. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and the corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 5. ACCEPTANCE OF PROPOSAL; CONTRACT AWARD. It is the intent of the District to award a contract to the highest ranked Proposer provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents, is judged to be reasonable, does not exceed the construction funds budgeted for the Project and will be in the best interests of the District. District reserves the right to waive any formality or irregularity in any Proposal received that is not material. The District shall have the right to accept alternates in any order or combination and to determine the lowest price Proposer on the basis of the sum of the Total Lump Sum Price and/or other Alternates may be accepted if alternate Proposals are requested in the Official Proposal Form.

If the Contract is awarded, the District may give the successful Proposer a Notice of Award within one hundred twenty **(120) calendar days** after the day of the Proposal Opening. Within **ten (10) calendar days** of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Proposal Documents, unless requested otherwise by the District. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with section 255.05, *Florida Statutes*, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred twenty **(120) calendar days** after proposals are due, and shall be guaranteed by a Proposal Security as set forth in more detail in Section 12 herein.

SECTION 6. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or

technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

SECTION 7. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, for Proposer's failure to demonstrate proper licensure and business organization, if a Proposal identifies a duration of the Work which in the District's evaluation, is not all inclusive of a complete and functioning project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. Proposals not accompanied by any required Proposal Security including data required by the Proposal Documents or a Proposal in any way incomplete or irregular will provide a basis for rejection.

Proposal Requirements

SECTION 8. SUBMISSION OF PROPOSALS. The Proposal and all other required documents are to be completed and submitted with **one (1) original and one (1) electronic copy** with the following data:

See forms provided in RFP for the following:

- A. Official Proposal Form
- B. Form of Proposal Bond
- C. Certificate as to Corporate Principal
- D. Affidavit of Proposer
- E. Sworn Statement Regarding Public Entity Crimes
- F. Affidavit of Non-Collusion
- G. Sworn Statement Regarding Scrutinized Companies
- H. Trench Safety Act Compliance and Cost Statements
- I. Minimum Qualifications Statement

Contractor generated documents:

- J. Initial Project Schedule
- K. Schedule of Values
- L. Insurance Certificate
- M. Resumes of Contractor's key personnel or supervisory personnel
- N. Proposed staffing levels
- O. Two references from projects of similar size and scope
- P. Any other data required by the Request for Proposals or Addendums

Proposal submissions shall be enclosed in an opaque, sealed container, marked with the project title and name and address of the Proposer and accompanied by the required documents. If

the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "**RESPONSE TO REQUEST FOR PROPOSALS – CHANCEY ROAD PHASE 3 PROJECT**" on the face of it. Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

SECTION 9. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly identify and acknowledge receipt of all Addenda on the Proposal Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 10. PROPOSAL MODIFICATION. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by the Proposer for one hundred twenty **(120) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal.

SECTION 11. PROPOSAL FORM. The Proposal Form is included with the Proposal Documents. All blanks on the Proposal Form shall be filled in by typewriter or manually printed in black ink. In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

Proposals must be priced on a Total Lump Sum Price (not to exceed) basis for the Work described in the Proposal.

SECTION 12. PROPOSAL SECURITY (PROPOSAL BOND). The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Proposal amount made payable to the Wiregrass II Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract within **ten (10) calendar days** of receipt of the Notice of Award from the District and furnish the required payment and performance bonds within **seven (7) calendar days** after execution of the Contract. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of **one hundred twenty (120) days** after the Proposals are received. If it withdraws or fails to provide the payment and performance bonds, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

SECTION 13. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer shall submit to District a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the contract price. If no Subcontractors are required, so state thereon. Upon request by the District Engineer, the successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District Engineer and District, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the District Engineer will notify the Proposer in writing if either the District or the District Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal without forfeiture of Proposal Security or submit an acceptable substitute at no increase in Proposal price. If the Proposer fails to submit an acceptable substitute within five (5) days of the original notification, the District then may, at its option, disqualify the Proposer, at no cost to the District, and award the contract to the next highest ranked Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Proposal security of any Proposer.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the District Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District and District

Engineer. Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and District Engineer.

SECTION 14. FLORIDA TRENCH SAFETY ACT. Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, *Florida Statutes*. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

SECTION 15. MINIMUM QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. Minimum qualifications for the work are as follows:

- A. Proposer, or its applicable subcontractors, must have a current active Certificate of Qualification from Florida Department of Transportation ("FDOT") per Chapter 14-22, F.A.C, in all of the major classes of work applicable to this Project. Specifically, the Proposer must be pre-qualified in all of the following major classes of work: Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Hot Plan-Mixed Bitum Course, Pavement Marking, and Roadway Signing.
- B. Proposer, or its applicable subcontractors, constructing any water/wastewater/reclaimed water systems must hold a State Underground Utility and Excavation Contractor's License, issued by the Construction Industry Licensing Board of the State of Florida.
- C. Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$2,500,000 within the last seven (7) years.
- D. Proposer will have minimum bonding capacity of \$5,000,000 from a Surety Company acceptable to the District.
- E. Proposer is authorized to do business in Florida.
- F. Proposer is registered with Pasco County and is a licensed contractor in the State of Florida.

The Proposer shall submit satisfactory evidence that it meets these minimum qualifications by executing and submitting the Minimum Qualifications Statement contained in the Project Manual.

SECTION 16. PERFORMANCE AND PAYMENT BONDS. Upon contract award, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall deliver the required bonds to the

District Engineer and District within seven (7) calendar days of the date of execution of the Contract. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

Subsequent to the Contract execution but prior to and as a condition of the issuance of the Notice to Proceed, the Proposer shall have the Payment and Performance Bonds recorded in the Pasco County Clerk of the Courts Recording Department. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and District Engineer with copies of said recorded bonds. No work can commence until the required bonds have been delivered to the District and the District Engineer. Upon receipt of the bonds, the District may issue a Notice to Proceed.

SECTION 17. SCHEDULE OF VALUES. Proposer shall submit a Schedule of Values with its Proposal for review and approval by the District and District Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

SECTION 18. PROJECT SCHEDULE. An Initial Project Schedule with milestones for each, shall be submitted with the Proposal in accordance with the Contract Documents. The schedule should show completion of the applicable components at each phase of the Project. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract times.

SECTION 19. REQUIRED ADDITIONAL INFORMATION. In addition to all forms included in the Proposal Documents, all Proposals shall also include the following information **in addition to any other requirements** of the Proposal Documents:

- A. Resumes of key management or supervisory personnel.
- B. Description of proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature.
- C. Two references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts.

- D. Certificate of Insurance detailing the company's insurance coverage including the types of coverage and limits for general, property, automobile liability, and worker's compensation insurance. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its staff, employees, officers, agents and supervisors as additional insureds, as stated in the Contract form provided herein, within seven (7) calendar days after notification.

Complete sets of Proposal Documents shall be used in preparing Proposals; neither the District nor the District Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

SECTION 20. SUBSTITUTIONS. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the District at least ten (10) calendar days prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The District Engineer's and/or Project Manager's decision of approval or disapproval of a proposed substitution shall be final. If the District Engineer and/or Project Manager approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall not rely upon approval made in any other manner.

SECTION 21. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed 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 Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 22. SPECIAL PROJECT/SITE CONDITIONS. By submitting their Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with access routes to the project site and existing site conditions. Proposer agrees to take responsibility for any and all issues relating to access to the project site or arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with project site access or unsuitable soils.

SECTION 23. INDEMNIFICATION. The successful Proposer shall fully indemnify and hold harmless the District, its staff, employees, officers, agents and supervisors from and against all claims, damages, costs and losses as more fully set forth in the Contract Documents provided herein.

SECTION 24. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 25. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual and the Proposer is responsible for examining, completing, and verifying each item contained in its Proposal. Proposer agrees to indemnify, defend and hold harmless the District and District Staff against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Proposer finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby. The Proposer is responsible for carefully reviewing the documents contained in the Project Manual in their entirety and agrees to meet any and all requirements contained therein. The Contract Documents are included herein as examples of forms of agreements typical for this type of project; the District reserves the right to modify the form of Contract Documents prior to execution if such modification is in the District's best interest.
- C. If awarded the Contract, the Proposer agrees that it will enter into and execute the Contract Documents, as amended to incorporate the specifics of its Proposal, to perform the Work in accordance with the terms and conditions of the Contract Documents and to execute and deliver the Payment and Performance Bonds and other documents required as set forth herein. The Proposer will thereafter be required to commence construction in accordance with the terms of the Contract Documents.
- D. Proposer is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction progress, performance, and costs.
- E. Proposer shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Proposer shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the Work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the Work.
- F. If any are required, Proposer shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters

(if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.

- G.** Proposer shall complete the Work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the Work shall be complete and able to function for its intended use. The Work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H.** All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, Proposer will be responsible for any damage that may result.
- I.** Proposer is responsible for establishment of all final grades and readiness of all landscape and sod areas. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- J.** Proposer acknowledges that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. Proposers shall be solely responsible for computing quantities for the preparation of the Proposal and the execution of the work.
- K.** All necessary survey work must be provided by the Proposer.
- L.** The Proposer shall obtain and comply with the FDEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The Proposer shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The Proposer shall implement additional measures, as required, to ensure compliance with the NPDES requirements. The Proposer shall file the required FDEP NOI prior to the commencement of construction activities. The Proposer will also be required to terminate NOI, per FDEP procedures, upon successful completion of construction activities. The Proposer shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. The Proposer shall monitor and keep construction area in compliance with all NPDES, FDEP, WMD, ACOE, and Pasco County latest rules and regulations. Any fines levied shall be paid by the Proposer.
- M.** Enclosed are reports of geotechnical exploration prepared by GHD Services, Inc. All construction shall be completed in accordance with this report. The District assumes

no responsibility for accuracy of the report. Proposer is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Pasco County, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation and the Proposer is responsible for studying all reports of explorations and tests at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures.

- N. The Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- O. All Work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of the Work until thirty-six (36) months after acceptance by the District and all applicable regulatory authorities.
- P. Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work.
- Q. All materials and services provided for by the successful Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, applicable American with Disabilities Act (“ADA”) Accessibility Guidelines, and local, state, and federal laws. By submitting a Proposal, the Proposer acknowledges that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.
- R. All work shall be performed in accordance with the FDOT’s “Standard Specifications for Road and Bridge Construction,” 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements in the Project Manual and in accordance with the plans and specifications.

SECTION 26. PROTESTS. Any person who wishes to protest any aspect of the Project Manual, including but not limited to the evaluation criteria, Contract Documents, drawings, specifications, Proposal Documents or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest setting forth with particularity the facts and law upon which the protest is based within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. Failure to timely file a notice of protest or failure to timely file a formal written protest within the required periods shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.



Section I.D

Official Proposal Form

OFFICIAL PROPOSAL FORM
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

TO BE SUBMITTED TO:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
c/o District Manager
Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
(813) 994-1001

on or before February 20, 2023 at 3:00 P.M.

PUBLIC OPENING

TO: WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

FROM: QGS Development, Inc.
(Proposer)

In accordance with the Request for Proposals inviting proposals for **Wiregrass II Community Development District –Chancey Road Phase 3 Project** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to earthwork, stormwater/drainage improvements, water and wastewater systems, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed.

All Work shall be performed in accordance with FDOT’s “Standard Specifications for Road and Bridge Construction,” 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements included in the Project Manual and in accordance with the approved permits, plans and specifications.

All Proposals shall be for complete Work in accordance with the Drawings. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract Documents with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Bid Tabulation.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and any amendments thereto, General Conditions, Supplementary Conditions, the drawings, specifications, and supplementary information and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Bid Tabulation.

Addendum No. 1 Dated: 02 / 16 / 2023

Addendum No. 2 Dated: 02 / 16 / 2023

Addendum No. Dated: / /

Addendum No. Dated: / /

Type text here



BID TABULATION

[Proposer to provide]

TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

Time is of the essence for the construction of this project. The Proposer shall prepare its proposal based on a construction schedule submitted by the Proposer. The Proposer agrees that the Work contained within the Contract Documents shall reach Substantial Completion within ____ calendar days (*Proposer to provide*) of issuance of a Notice to Proceed and reach Final Completion not later than thirty (30) calendar days after the deadline for reaching Substantial Completion (hereinafter called "Time of Completion" or "Contract Time"). The Proposer acknowledges and agrees that by submitting this Proposal it is agreeing to complete the Work within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed. Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Contract Documents, the adjusted time limits shall be of the essence of the Contract Documents.

The Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This time for Substantial Completion and schedule will be used in the Proposal Evaluation.

"Substantial Completion" for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable the Proposer to obtain such certificate.

LIQUIDATED DAMAGES

Should the Proposer or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day of said breach or default.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 25, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

REQUIRED DOCUMENTS

The following documents are to be submitted or attached to and made a condition of the Proposal submittal:

1. Official Proposal Form
2. Proposal Bond
3. Certificate as to Corporate Principal
4. Affidavit of Proposer
5. Sworn Statement Regarding Public Entity Crimes
6. Affidavit of Non-Collusion
7. Sworn Statement Regarding Scrutinized Companies
8. Trench Safety Act Compliance and Cost Statements
9. Minimum Qualifications Statement

Contractor generated documents:

10. Bid Tabulation
11. Initial Project Schedule
12. Schedule of Values
13. Insurance Certificate
14. Resumes of Contractor's key personnel or supervisory personnel
15. Proposed staffing levels
16. Two references from projects of similar size and scope
17. Any other data required by the Request for Proposals or Addendums

Terms used in this Proposal which are defined in the Project Manual or Contract Documents will have the meanings indicated in such documents.

CIVIL RIGHTS

Signing the Proposal is certification that the Proposer does not, or will not, discriminate against any employee on the basis of race, religion, color, sex or national origin. The Proposer further certifies that the Proposer does not maintain or provide for employee facilities which are segregated on any of the above categories.

ORGANIZATION INFORMATION OF PROPOSER
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

DATE SUBMITTED: February 20, 2023, 2023

1. Proposer QGS Development, Inc A Individual
(Company Name) A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) N/A

3. Proposer's Parent Company Address (if applicable)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address 1450 S. Park Rd.

P.O. Box (if any) _____

City Plant City State Florida Zip Code 33566

Telephone (813) 634-3326 Fax No. (813) 634-1733

Telephone _____ Fax No. _____

1st Contact Name Thomas H. Barnes Title Vice President

2nd Contact Name Larry Woody Title Assistant Vice President

5. Is the Proposer incorporated in the State of Florida? Yes No

5.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes No

If no, please explain _____

Date Incorporated November 23, 1982 Charter No. G09432

5.2 If no, provide the following:

The state in which the Proposer company is incorporated Florida

Is the company in good standing with the state? Yes No

If no, please explain _____

Date incorporated _____ Charter No. _____

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes No

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Certified General Contractor, Certified Underground and Excavation Contractor, Contractor V Fire

CGC1512412 (Thomas H. Barnes) , CUC1224646 (Thomas H. Barnes)

License No. CUC1224741 (Joseph Sam Rodi, Jr) Expiration Date August 31,2024

Contractor V Fire: 191417-0001-2010 (Joseph Sam Rodi, Jr) Expiration Date: June 30,2024

Qualifying Individual Thomas H. Barnes & Joseph S. Rodi, Jr Title Vice President (Thomas H. Barnes)
Title: Operations Mgr (Joseph S. Rodi, Jr)

List company(ies) currently qualified under this license QGS Development, Inc.

6.2 Is the Proposer company a registered or licensed Contractor with Pasco County?

Yes No

6.3 Has the Proposer company performed work for a community development district previously? Yes

No

7. Name of Proposer's Bonding Company Berkley Insurance Company

Address 475 Steamboat Road, Greenwich, CT. 06830

Approved Bonding Capacities:	Aggregate Limit	\$ <u>150,000,000</u>
	Single Project Limit	\$ <u>40,000,000</u>
	Total Current Contracts Bonded	\$ <u>90,000,000</u>

8. Name of Proposer's Bonding Agency Johnson and Company

Address 801 N. Orange Ave. Orlando, FL 32801

Contact Name Brett A. Ragland Telephone (407)843-1120

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (20) 107,080,719,
(21) 51,106,048, (22) _____.

10. What are the Proposers' company's current insurance limits?

General Liability \$ 2,000,000 (each occurrence)
 Automobile Liability \$ 2,000,000
 Workers Compensation \$ 1,000,000
 Expiration Date 10/31/2023

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes No

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? 1.03

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes No

If yes, please describe the incident: See the attached " List of injuries in the past 2 years resulting in a loss of (10) days or more."

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes No

If so, state the name(s) of the company(ies) _____

The state, local or federal entity(ies) with whom barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Daniel Woody	Assistant V.P./ Const. Mgr	Construction Mgr of Site Dev.	19	19	Various Capacities
Mark Lofley	Project Manager	Site Dev Project Mgr Duties	14	11	Various Capacities
Mark Sifford	Project Manager	Site Dev Project Mgr Duties	25	2	Various Capacities
Andy Winningham	Gen. Field Superintendent	Manage Clearing, Excavating and Mass Grade Crews	11	7	Various Capacities
Matt Meek	Close-out Superintendent	Responsible for finish dirt work S&M Sod, Concrete, etc.	23	6	Various Capacities

14. Have you ever failed to complete any work awarded to you? Yes No

If so, where and why? _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes No

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

See the attached "List of Mediation, Arbitration or Litigation Claims in the last (5) years"

17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No

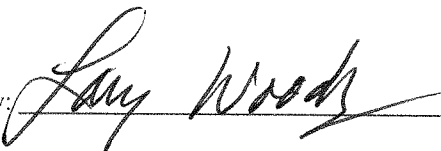
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes No

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Wiregrass II Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Wiregrass II Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

QGS Development, Inc.

By:  LW

Larry Woody, Assistant Vice President
(Type Name and Title of Person Signing)

This 20th day of February, 2023.

(Corporate Seal)

Sworn to before me this 20th day of February, 2023.

(Seal)

Notary Public/ Expiration Date

CORPORATE OFFICERS

Company Name QGS Development, Inc. Date February 20, 2023

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
P. Howard Barnes	President	Oversees all aspects of the company	Hwy 672 Lithia, FL 33547
Thomas H. Barnes	Vice President	Oversees all aspects of the company	Bledsoe Loop Lithia, FL 33547
Larry Woody	Assistant Vice President	Oversees the Estimating Division of the Site Development Division	Son Keene Rd Plant City, FL 33566
James Armstrong	Vice President	Oversees the Golf Division	Miami, Florida
Donald Thomas	Secretary / Treasurer	President of Sod Division and oversees company financials	Powerline Rd Lithia, FL 33547

FOR PARENT COMPANY (if applicable)

SUPERVISORY PERSONNEL

Company Name QGS Development, Inc. Date February 20, 2023

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Thomas H. Barnes	Vice President	Leads QGS Sitework Development, Underground Utilities, Athletic Field Divisions	26	26
Larry Woody	Assistant Vice President	Contract Implementation, Site Development Construction Scheduling, Quality Control	36	26
Daniel Woody	Assistant Vice President Construction Manager	Management and Coordination of projects, Liason to Owners, Engineers and Regulatory	1	19
Andy Winningham	General Field Superintendent	Management and Coordination of all Clearing, Excavation and Mass Grading Crews	11	11
Mark Lofley	Project Manager	Manages Assigned Projects, Provides Contract Mnagement, Coordination and Scheduling	14	14
Mark Sifford	Project Manager	Manages Assigned Projects, Provides Contract Mnagement, Coordination and Scheduling	25	1
Mike Clawson	Pipe Superintendent	Planning and Coordinating the Job sites as needed for Pipe and Punch-out Crews	20	1
Jordan Haranda	Pipe Superintendent	Planning and Coordinating the Job sites as needed for Pipe and Punch-out Crews	6.5	6.5
Matt Meek	Close-out Superintendent	Performs the project close-outs required for each project, Responsible for final dirt work, etc	23	6

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name QGS Development, Inc. Date February 20, 2023

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

**LIST OF PROPOSED SUBCONTRACTORS
AND
MAJOR MATERIALS SUPPLIERS**

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE
L.S. Curb Services		Site Concrete, Curbing	3%	
Marolf Environmental		Lift Station / Pumps	4%	
Tampa Pavement Constructors		Paving	6%	
RPM Striping		Signage / Striping	.5%	
QGS		Staking / Survey	.5%	
Lovin Construction		FDOT Endwalls / CIP Retaining Walls	2%	
Florida Natives Nursery		Mitigation Plantings	12%	
Delamere Industries		FDOT Handrails / Barbed Wire & Cattle Fence	.5%	

END OF PROPOSAL FORM

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of February A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If Sole Proprietor or Partnership, two (2) Witnesses are required. If Corporation, Secretary will attest and affix seal.

WITNESSES:

PRINCIPAL:

QGS Development, Inc.

NAME OF FIRM

Sam Woods

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Assistant Vice President

TITLE

1450 S. Park Rd.

BUSINESS ADDRESS

Plant City Florida

CITY STATE

WITNESS:

Jean Miller

Jean Miller, Witness

Laura Krajczewski

Laura Krajczewski, Witness

SURETY:

Berkley Insurance Company

CORPORATE SURETY

Brett A. Ragland

ATTORNEY-IN-FACT (AFFIX SEAL)

Brett A. Ragland, Attorney-in-Fact & FL Licensed Resident Agent

BUSINESS ADDRESS

475 Steamboat Road

Greenwich, CT 06830

CITY STATE

Johnson & Company Inquiries: 407-843-1120

NAME OF LOCAL INSURANCE AGENCY

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2021

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	11,675,582
Common & Preferred Stocks		5,849,526
Cash & Short Term Investments		259,279
Premiums Receivable		2,235,863
Other Assets		<u>3,780,497</u>

Total Admitted Assets \$ 23,800,748

Liabilities & Surplus

Loss & LAE Reserves	\$	12,229,179
Unearned Premium Reserves		3,797,873
Other Liabilities		<u>956,161</u>

Total Liabilities \$ 16,983,213

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,919,199
Unassigned Surplus		<u>3,855,325</u>

Total Policyholders' Surplus \$ 6,817,535

Total Liabilities & Surplus \$ 23,800,748

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Aaron Pearce
Asst. Treasurer: Susan Paula Tingleff

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; Kanani H. Cordero; or Tyler Ragland of Joseph D. Johnson & Company of Orlando, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3rd day of March, 2020.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 3rd day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of February, 2023.

(Seal)

Vincent P. Foltz
Vincent P. Foltz

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Section I.E

Form of Proposal Bond



Section I.F

Certificate as to Corporate Principal



Section I.G

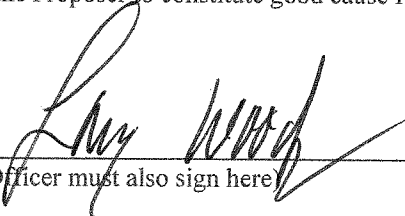
Affidavit of Proposer

AFFIDAVIT FOR CORPORATION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF Florida)
) SS
COUNTY OF Hillsborough)

Larry Woody
(title) Assistant Vice President
of the QGS Development, Inc.

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.



(Officer must also sign here) LW

CORPORATE SEAL

Sworn to before me by means of () physical presence or () online notarization this 20th day of February, 2023.

Notary Public / Expiration Date:

(SEAL)

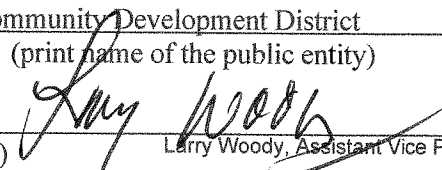


Section II.G

Sworn Statement on Public Entity Crimes Pursuant to Section 287.133(3)(N)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

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

1. This sworn statement is submitted to Wiregrass II Community Development District
(print name of the public entity)
by Larry Woody, Assistant Vice President
Assistant Vice President (print individual's name and title)  Larry Woody, Assistant Vice President
for QGS Development, Inc.
(print name of entity submitting sworn statement) QGS Development, Inc.

whose business address is

1450 S. Park Rd.

Plant City, FL 33566

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2233851

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or

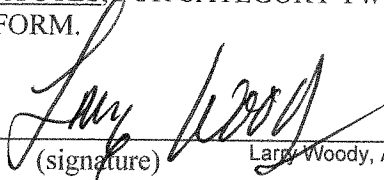
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(signature) Larry Woody, Assistant Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Larry Woody of QGS Development, Inc. who is personally known to me or who has produced personally known as identification, and did or did not [] take the oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

QGS Development, Inc.



Section I.I

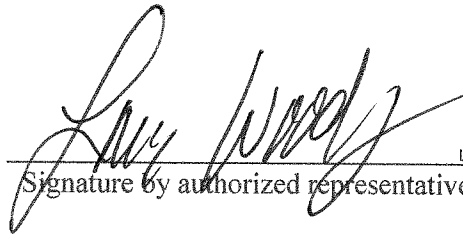
Affidavit of Non-Collusion

AFFIDAVIT OF NON-COLLUSION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF Hillsborough

I, Larry Woody, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Vice President (officer or principal) in the firm of QGS Development, Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 20th day of February, 2023.



Larry Woody, Assistant Vice President

Signature by authorized representative of Proposer

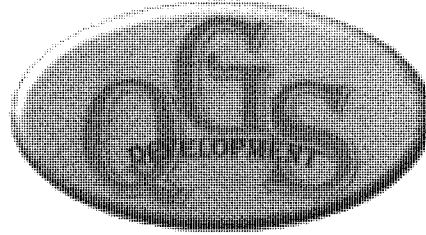
STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Larry Woody of QGS Development, Inc. who is personally known to me or who has produced personally known as identification, and did or did not [] take the oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)



Section I.J

Sworn Statement Pursuant to Section 287.135(5) Florida Statutes Regarding Scrutinized Companies

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

**CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA**

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

1. This sworn statement is submitted to Wiregrass II Community Development District

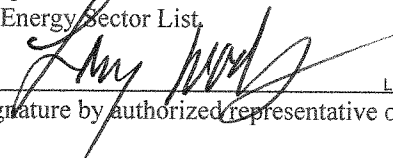
by Larry Woody, Assistant Vice President
(print individual's name and title)

for QGS Development, Inc.
(print name of entity submitting sworn statement)

whose business address is

1450 S. Park Rd. Plant City, FL 33566

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Wiregrass II Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the Wiregrass II Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



Larry Woody, Assistant Vice President
Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Larry Woody of QGS Development, Inc. who is personally known to me or who has produced _____ personally known _____ as identification, and did or did not [] take the oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)



Section I.K

1. Trench Safety Act Compliance Statement Page 1 of 2
2. Trench Safety Act Compliance Cost Statement Page 2 of 2

TRENCH SAFETY ACT COMPLIANCE STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Twelve thousand -Nine Hundred Eighty Eight Dollars Dollars (Written)
\$12,988.00 (Figures).
3. The amount listed above has been included within the Proposal.

Dated this 20th day of February, 2023.

Proposer: QGS Development, Inc.

By:  LW

Title: Assistant Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Larry Woody of QGS Development, Inc. who is personally known to me or who has produced personally known as identification, and did or did not [] take the oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

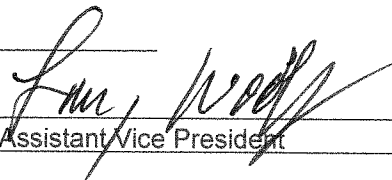
This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Storm Pipe	4,888		4,888.00
Water Pipe	3,900		3,900.00
Reclaim	4,200		4,200.00
Project Total			12,988.00

Dated this 20th day of February, 2023.

Proposer: QGS Development, Inc.

By:  LW
 Title: Assistant Vice President

STATE OF Florida
 COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by Larry Woody of QGS Development, Inc. who is personally known to me or who has produced personally known as identification, and did or did not [] take the oath.

 Notary Public, State of Florida
 Print Name: _____
 Commission No.: _____
 My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



Section I.L

Minimum Contractor Qualifications Statement

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

Contractor: QGS Development, Inc.

Contact: Larry Woody

Address: 1450 S. Park Rd. Plant City, FL 33566

Phone: (813) 634-3326 Fax: (813) 634-1733 Email: lwoody@qgsdevelopment.com
jmaxwell@qgsdevelopment.com

Typical Work Description: Construction Services will include construction of the District's Phase 3B and 4 collector road project, and all work associated with these types of activities.

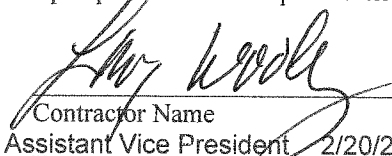
Owner: Wiregrass II Community Development District

Minimum Qualifications: Proposers for the Wiregrass II Community Development District projects shall have the following minimum qualifications:

- (1) Proposer, or its applicable subcontractors, must have a current active Certificate of Qualification from FDOT per Chapter 14-22, F.A.C, in all of the major classes of work applicable to this Project. Specifically, the Proposer must be pre-qualified in all of the following major classes of work: Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Hot Plan-Mixed Bitum Course, Pavement Marking, and Roadway Signing.
- (2) Proposer, or its applicable subcontractors, constructing any water/wastewater/reclaimed water systems must hold a State Underground Utility and Excavation Contractor's License, issued by the Construction Industry Licensing Board of the State of Florida.
- (3) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$2,500,000 within the last seven (7) years.
- (4) Proposer will have minimum bonding capacity of \$5,000,000 from a Surety Company acceptable to the District.
- (5) Proposer is authorized to do business in Florida.
- (6) Proposer is registered with Pasco County and is a licensed contractor in the State of Florida.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Wiregrass II Community Development District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Project in accordance with the Project Manual.



Contractor Name LW
Assistant Vice President 2/20/2023

Contractor Title Date



II. CONSTRUCTION CONTRACT DOCUMENTS

III. DRAWINGS, SPECIFICATIONS, AND SUPPLEMENTARY INFORMATION

INDEX OF CONSTRUCTION DRAWINGS:

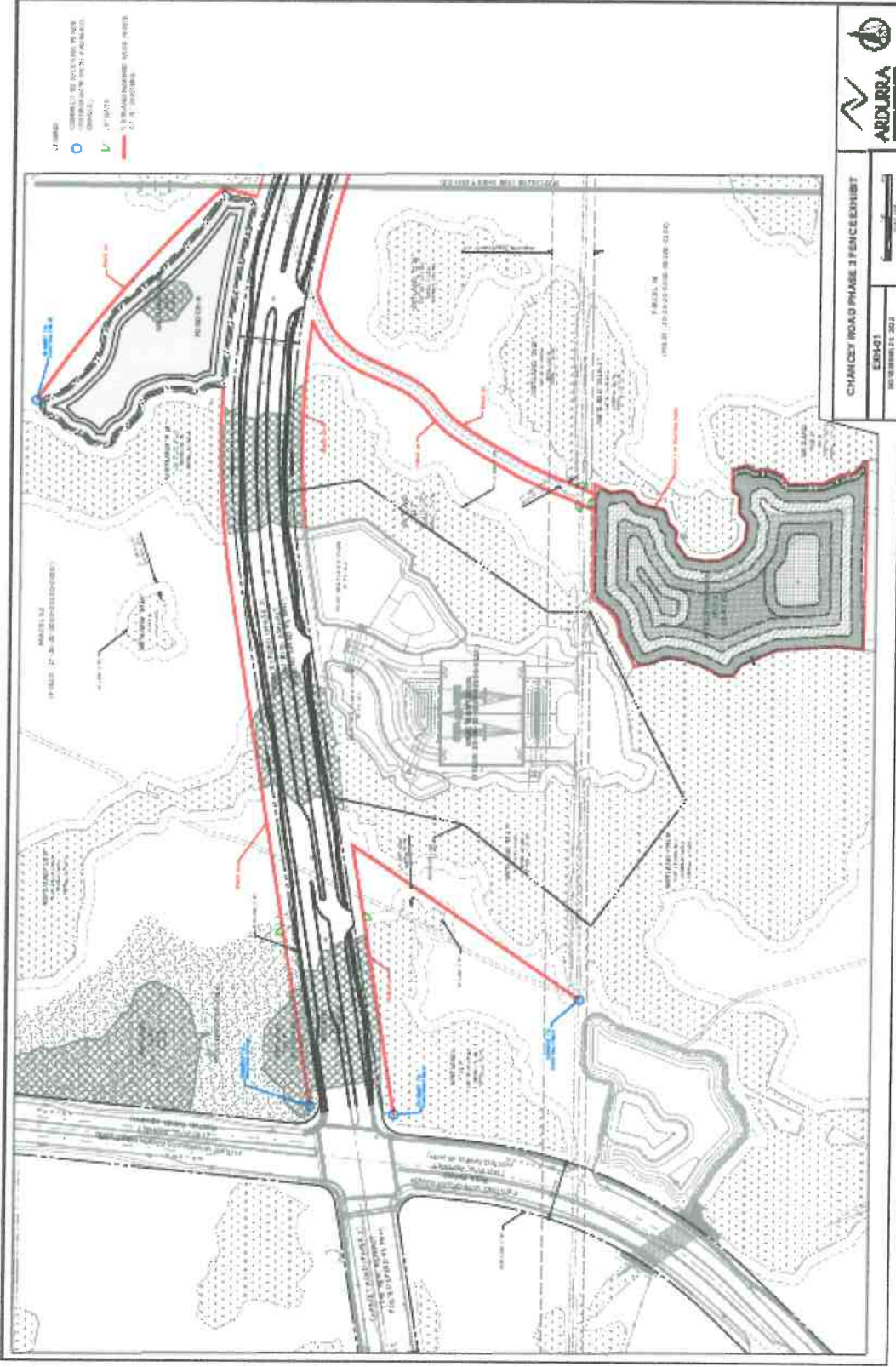
SFWMD SUBMITTAL	UTILITY SUBMITTAL	COUNTY/CITY SUBMITTAL	Sheet List Table	
			SHEET NUMBER	SHEET TITLE
*	*	*	C1.01	COVER
*	*	*	C1.02	NOTES AND LEGENDS
*	*	*	C1.03	NOTES AND LEGENDS
*		*	C2.01	CONSTRUCTION POLLUTION PREVENTION PLAN
*	*	*	C2.02	OVERALL SITE PLAN
*	*	*	C2.03	DEMOLITION AND SITE PREPERATION PLAN
*	*	*	C2.04	TREE PLAN
		*	C2.05	EASEMENT PLAN
		*	C2.51	PRELIMINARY SITE PLAN
		*	C2.52	PRELIMINARY SITE PLAN
		*	C3.01	SIGNING, PAVEMENT MARKING & DIMENSIONING PLAN
		*	C3.02	SIGNING, PAVEMENT MARKING & DIMENSIONING PLAN
		*	C3.03	SIGNING, PAVEMENT MARKING & DIMENSIONING PLAN
*	*	*	C4.01	PLAN AND PROFILE
*	*	*	C4.02	PLAN AND PROFILE
*	*	*	C4.03	PLAN AND PROFILE
*	*	*	C4.04	PLAN AND PROFILE
*	*	*	C4.05	PLAN AND PROFILE
*		*	C4.06	POND CR-6 PLAN
*		*	C4.07	POND CR-6B PLAN
*		*	C4.08	OFFSITE MASS GRADING PLAN
*	*	*	C7.01	TYPICAL SECTIONS AND DETAILS
*	*	*	C8.01	EROSION CONTROL DETAILS
*	*	*	C9.01	GRADING DETAILS
*	*	*	C9.02	GRADING DETAILS
*	*	*	C9.52	POND DETAILS
*	*	*	C10.01	STORM SEWER DETAILS
	*	*	C11.01	WATER DISTRIBUTION DETAILS
	*	*	C11.02	WATER DISTRIBUTION DETAILS
	*	*	C12.01	SANITARY SEWER DETAILS
*	*	*	M1.01	MITIGATION PLAN
*	*	*	M1.02	MITIGATION PLAN
*	*	*	M1.03	MITIGATION DETAILS
*	*	*	M1.04	MITIGATION DETAILS
*	*	*	M1.05	HAUL ROUTE PLAN AND DETAILS

SPECIFICATIONS:

- Manual of Uniform Standards for Design, Construction, and Maintenance of Streets and Highways, State of Florida (2016 edition)
- Florida Department of Transportation Design Standards (2017 edition)
- Florida Department of Transportation Standards Specifications for Road and Bridge Construction (2017 edition)
- Pasco County Standards for Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition)
- Pasco County Engineers Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities (latest edition)
- Pasco County Land Development Code Chapter 300 Section 309 Construction and Inspection Improvements and Chapter 900 Section 902 Stormwater Management Requirements, Part D Performance and Design Standards (latest edition)
- All approved permits

SUPPLEMENTARY INFORMATION:

- **GEOTECHNICAL ENGINEERING REPORT BY GHD SERVICES, INC.; DATED MARCH 17, 2017**
- **GEOTECHNICAL ENGINEERING REPORT BY GHD SERVICES, INC.; DATED OCTOBER 19, 2017**



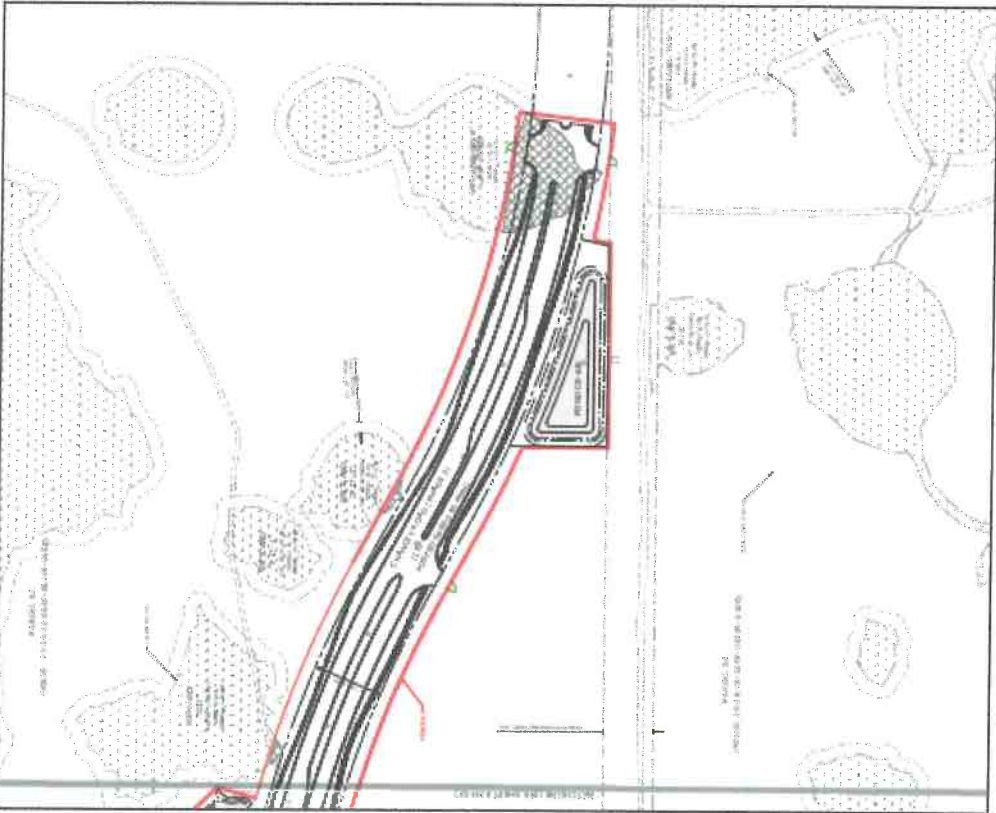
- CONTRACTOR TO VERIFY IN FIELD
 EXISTING FENCE
 PROPOSED FENCE
 PROPOSED FENCE WITH GATE



CHANCEY ROAD PHASE 3 FENCE EXHIBIT
 EXHIBIT
 10/18/2022



PROPERTY OF THE STATE OF ARIZONA



CHANCEY ROAD PHASE 2 FENCE EXHIBIT

EXH-02
NOVEMBER 11, 2019





Section II.A

Standard Form of Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT – CHANCEY ROAD PHASE 3 PROJECT

This Agreement is by and between Wiregrass II Community Development District (“Owner”) and QGS Development, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wiregrass II Community Development District – Chancey Road Phase 3 Project

ARTICLE 3—ENGINEER AND CONSTRUCTION MANAGER

3.01 The Owner has retained Ardurra Group, Inc., located at 4921 Memorial Highway, Suite 300, Tampa, Florida 33634, Attn: Nicole Lynn, P.E. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The Owner has retained Locust Branch, LLC located at 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544, Attn: Scott Sheridan, RLA (“Construction Manager”) to act as Owner’s representative, assume all duties and responsibilities of Construction Manager, and have the rights and authority assigned to Construction Manager in the Contract.

~~3.02 The part of the Project that pertains to the Work has been designed by Engineer.~~

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

~~4.02 Contract Times: Dates~~

- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 Contract Times: Days

- A. The Work will be substantially complete within 230 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 260 days after the date when the Contract Times commence to run.

~~4.04 Milestones~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 [event & date/days]~~
 - ~~2. Milestone 2 [event & date/days]~~
 - ~~3. Milestone 3 [event & date/days]~~

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 - ~~3. *Milestones:* Contractor shall pay Owner \$(number) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is~~

~~4.02 Contract Times: Dates~~

- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 Contract Times: Days

- A. The Work will be substantially complete within 230 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.

~~4.04 Milestones~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 [event & date/days]~~
 - ~~2. Milestone 2 [event & date/days]~~
 - ~~3. Milestone 3 [event & date/days]~~

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 - ~~3. *Milestones:* Contractor shall pay Owner [\$number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is~~

~~precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

- ~~C. **Bonus:** Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

~~4.06 — Special Damages~~

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **\$ 10,245,900.⁰⁰**
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- ~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

- ~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~
- D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes, on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.
- ~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

a. ~~[number] percent of the value of the Work completed (with the balance being retainage).~~

1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. ~~[number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by the Pasco County, Owner shall pay the remainder of the Contract Price as recommended by the Engineer, in consultation with the Construction Manager, in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes. ~~All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement as modified herein.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions as modified therein.
4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.

5. Project Manual, including but not limited to the Drawings, Geotechnical Reports, and Specifications as listed in the table of contents of the Project Manual included therein, including Bid Addendums No. [REDACTED].
- ~~6. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].~~
- ~~7. Drawings listed on the attached sheet index.~~
- ~~8. Addenda (numbers ___ to ___, inclusive).~~
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A)
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given ~~Engineer~~ Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ~~Engineer~~ Construction Manager is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.
14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

- A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 Assignment of Contract

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

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Public Records

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Lynn Hayes ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

- 1) keep and maintain public records required by the District to perform the service;
- 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, TELEPHONE: (813) 994-1001, OR EMAIL: LHAYES@RIZZETTA.COM.

9.05 Assignment of Warranties

- A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or

subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.06 Construction Defects

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 Restriction on Removal of Fill Dirt from Work Site

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 Public Entity Crimes

A. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.09 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 Counterparts; Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature.

electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 E-Verify.

The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register 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.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 Direct Purchase of Materials

- A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be

responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 20th, 2023 (which is the Effective Date of the Contract).

Owner: _____
Wiregrass II Community Development District
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: Chairperson, Board of Supervisors
(typed or printed)

Attest: _____
(individual's signature)

Title: Lynn Hayes, Assistant Secretary
(typed or printed)

Address for giving notices:

Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

Designated Representative:

Name: Lynn Hayes
(typed or printed)

Title: District Manager
(typed or printed)

Address:

Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

Phone: (813) 994-1001

Email: lhayes@rizzetta.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor: _____
QGS Development, Inc.
(typed or printed name of organization)

By: _____ LW
(individual's signature)

Date: February 20, 2023
(date signed)

Name: Larry Woody
(typed or printed)

Title: Assistant Vice President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____ LW
(individual's signature)

Title: Assistant Vice President
(typed or printed)

Address for giving notices:

QGS Development, Inc.

1450 S. Park Rd.

Plant City, FL 33566

Designated Representative:

Name: Larry Woody
(typed or printed)

Title: Assistant Vice President
(typed or printed)

Address:

QGS Development, Inc.

1450 S. Park Rd.

Plant City, FL 33566

Phone: (813) 634-3326

Email: lwoody@qgsdevelopment.com

License No.: _____
(where applicable)

State: _____



Section II.C

General Conditions of

Contract

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	6
Article 2—Preliminary Matters.....	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents.....	8
2.03 Before Starting Construction.....	8
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	8
2.05 Acceptance of Schedules.....	9
2.06 Electronic Transmittals.....	9
Article 3—Contract Documents: Intent, Requirements, Reuse.....	10
3.01 Intent.....	10
3.02 Reference Standards.....	10
3.03 Reporting and Resolving Discrepancies.....	11
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents.....	12
Article 4—Commencement and Progress of the Work.....	12
4.01 Commencement of Contract Times; Notice to Proceed.....	12
4.02 Starting the Work.....	12
4.03 Reference Points.....	13
4.04 Progress Schedule.....	13
4.05 Delays in Contractor’s Progress.....	13
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	15
5.01 Availability of Lands.....	15
5.02 Use of Site and Other Areas.....	16
5.03 Subsurface and Physical Conditions.....	17
5.04 Differing Subsurface or Physical Conditions.....	18

5.05	Underground Facilities.....	20
5.06	Hazardous Environmental Conditions at Site	22
Article 6—Bonds and Insurance.....		24
6.01	Performance, Payment, and Other Bonds.....	24
6.02	Insurance—General Provisions.....	25
6.03	Contractor’s Insurance.....	27
6.04	Builder’s Risk and Other Property Insurance	28
6.05	Property Losses; Subrogation	29
6.06	Receipt and Application of Property Insurance Proceeds	30
Article 7—Contractor’s Responsibilities		30
7.01	Contractor’s Means and Methods of Construction	30
7.02	Supervision and Superintendence	31
7.03	Labor; Working Hours	31
7.04	Services, Materials, and Equipment	31
7.05	“Or Equals”	32
7.06	Substitutes	33
7.07	Concerning Subcontractors and Suppliers.....	34
7.08	Patent Fees and Royalties.....	36
7.09	Permits	36
7.10	Taxes	37
7.11	Laws and Regulations.....	37
7.12	Record Documents.....	38
7.13	Safety and Protection	38
7.14	Hazard Communication Programs	39
7.15	Emergencies.....	39
7.16	Submittals	39
7.17	Contractor’s General Warranty and Guarantee	42
7.18	Indemnification	43
7.19	Delegation of Professional Design Services	45
Article 8—Other Work at the Site.....		45
8.01	Other Work	45
8.02	Coordination	46
8.03	Legal Relationships.....	47

Article 9—Owner’s Responsibilities	48
9.01 Communications to Contractor	48
9.02 Replacement of Engineer or Construction Manager	48
9.03 Furnish Data	48
9.04 Pay When Due.....	48
9.05 Lands and Easements; Reports, Tests, and Drawings.....	48
9.06 Insurance.....	48
9.07 Change Orders	48
9.08 Inspections, Tests, and Approvals.....	48
9.09 Limitations on Owner’s Responsibilities	48
9.10 Undisclosed Hazardous Environmental Condition.....	49
9.11 Evidence of Financial Arrangements.....	49
9.12 Safety Programs	49
Article 10—Engineer’s and Construction Manager’s Status During Construction	49
10.01 Owner’s Representative.....	49
10.02 Visits to Site.....	49
10.03 Resident Project Representative.....	50
10.04 Engineer’s and Construction Manager’s Authority.....	50
10.05 Determinations for Unit Price Work	50
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	50
10.07 Limitations on Engineer’s and Construction Manager’s Authority and Responsibilities.....	50
10.08 Compliance with Safety Program.....	51
Article 11—Changes to the Contract	51
11.01 Amending and Supplementing the Contract	51
11.02 Change Orders	52
11.03 Work Change Directives.....	52
11.04 Field Orders.....	52
11.05 Owner-Authorized Changes in the Work.....	53
11.06 Unauthorized Changes in the Work.....	53
11.07 Change of Contract Price	53
11.08 Change of Contract Times.....	54
11.09 Change Proposals.....	55
11.10 Notification to Surety.....	56

Article 12—Claims.....	56
12.01 Claims.....	56
Article 13—Cost of the Work; Allowances; Unit Price Work.....	57
13.01 Cost of the Work.....	57
13.02 Allowances.....	61
13.03 Unit Price Work.....	61
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	62
14.01 Access to Work.....	62
14.02 Tests, Inspections, and Approvals.....	62
14.03 Defective Work.....	63
14.04 Acceptance of Defective Work.....	64
14.05 Uncovering Work.....	64
14.06 Owner May Stop the Work.....	65
14.07 Owner May Correct Defective Work.....	65
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period.....	66
15.01 Progress Payments.....	66
15.02 Contractor’s Warranty of Title.....	69
15.03 Substantial Completion.....	69
15.04 Partial Use or Occupancy.....	70
15.05 Final Inspection.....	71
15.06 Final Payment.....	71
15.07 Waiver of Claims.....	73
15.08 Correction Period.....	73
Article 16—Suspension of Work and Termination.....	74
16.01 Owner May Suspend Work.....	74
16.02 Owner May Terminate for Cause.....	74
16.03 Owner May Terminate for Convenience.....	75
16.04 Contractor May Stop Work or Terminate.....	76
Article 17—Final Resolution of Disputes.....	77
17.01 Methods and Procedures.....	77
Article 18—Miscellaneous.....	77
18.01 Giving Notice.....	77
18.02 Computation of Times.....	78

18.03	Cumulative Remedies	78
18.04	Limitation of Damages	78
18.05	No Waiver	78
18.06	Survival of Obligations	78
18.07	Controlling Law	78
18.08	Assignment of Contract.....	78
18.09	Successors and Assigns	79
18.10	Headings.....	79

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT – CHANCEY ROAD PHASE 3 PROJECT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties ~~and~~ the Engineer, and the Construction Manager, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, in consultation with the Construction Manager, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by ~~Engineer~~ the Construction Manager concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*
- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by ~~Engineer~~ the Construction Manager concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting ~~Engineer's~~ the Construction Manager's decision regarding a Change Proposal; seeking resolution of a contractual issue that ~~Engineer~~ the Construction Manager has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting ~~Engineer's~~ the Construction Manager's decision regarding a Change Proposal, or seeking resolution of a contractual issue that ~~Engineer~~ the Construction Manager has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer, in consultation with the Construction Manager, has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.
12. *Construction Manager*—any individual, entity or firm retained by the Owner to assist with the administration of managing, overseeing, and processing construction-related activities.
13. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
- ~~13~~14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- ~~14~~15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- ~~15~~16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

- ~~16~~17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
- ~~17~~18. *Cost of the Work*—See Paragraph 13.01 for definition.
- ~~18~~19. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- ~~19~~20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
- ~~20~~21. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
- ~~21~~22. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- ~~22~~23. *Engineer*—The individual or entity named as such in the Agreement.
- ~~23~~24. *Field Order*—A written order issued by ~~Engineer~~ Construction Manager which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- ~~24~~25. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- ~~25~~26. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
- ~~26~~27. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

- ~~27~~28. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- ~~28~~29. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
- ~~29~~30. *Notice to Proceed*—A written notice by Owner or Construction Manager to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- ~~30~~31. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the “District.”
- ~~31~~32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
- ~~32~~33. *Project*—The total undertaking to be accomplished for Owner by the Construction Manager, the Engineer, engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- ~~33~~34. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
- ~~34~~35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- ~~35~~36. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for ~~Engineer’s~~the Construction Manager’s review of the submittals.
- ~~36~~37. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
- ~~37~~38. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- ~~38~~39. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
- ~~39~~40. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

4041. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

4142. Submittal—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to ~~Engineer~~ the Construction Manager, or that is indicated as a Submittal in the Schedule of Submittals accepted by ~~Engineer~~ the Construction Manager. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by ~~Engineer~~ the Construction Manager, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

4243. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ~~Engineer~~ the Construction Manager, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and the Construction Manager shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

4344. Successful Bidder—The Bidder to which the Owner makes an award of contract.

4445. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

4546. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

4647. Technical Data

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or

subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

4748. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

4849. Unit Price Work—Work to be paid for on the basis of unit prices.

4950. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

5051. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer the Construction Manager, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer and the Construction Manager. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer or the Construction Manager as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless

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- there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer or the Construction Manager any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and

payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommencing the Work after a default or abandonment.

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance:* ~~After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to ~~Engineer~~ the Construction Manager.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within ~~10-~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to ~~Engineer~~ the Construction Manager for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, ~~Engineer,~~ the Construction Manager, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals,

processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, ~~Engineer~~, the Construction Manager, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to ~~Engineer~~ the Construction Manager.
 - 1. The Progress Schedule will be acceptable to ~~Engineer~~ the Construction Manager if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on ~~Engineer~~ the Construction Manager responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to ~~Engineer~~ the Construction Manager if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to ~~Engineer~~ the Construction Manager as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. ~~Engineer~~ The Construction Manager will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, ~~or Engineer~~ or the Construction Manager from those set forth in the part of the Contract Documents prepared by or for Engineer or the Construction Manager. No such provision or instruction shall be effective to assign to Owner, the Construction Manager, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the

provisions of the part of the Contract Documents prepared by or for Engineer or the Construction Manager.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer the Construction Manager any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer the Construction Manager, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer the Construction Manager in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer the Construction Manager, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer the Construction Manager take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer Construction Manager in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer Construction

Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. ~~Engineer~~ Construction Manager will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. ~~Engineer's~~ Construction Manager's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other ~~engineering or~~ technical matters, then ~~Engineer~~ the Construction Manager will promptly notify Owner and Contractor in writing that ~~Engineer~~ the Construction Manager is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ~~Engineer~~ or the Construction Manager, or ~~its~~ their consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner ~~and Engineer, or Construction Manager, as appropriate~~ and specific written verification or adaptation by ~~Engineer or Construction Manager, as appropriate~~;
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in ~~Engineer's~~ the Construction Manager's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to ~~Engineer~~ the Construction Manager whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 1. Contractor shall submit to ~~Engineer~~ the Construction Manager for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, ~~Engineer,~~ the Construction Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:
 1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or

adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Construction Manager deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Construction Manager be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Construction Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Construction Manager of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or ~~Engineer~~ the Construction Manager may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, the Construction Manager, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data from which the Construction Manager had the Contract Drawings and Specifications prepared~~;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data from which the Construction Manager had the Contract Drawings and Specifications prepared~~; and
3. Technical Data contained in such reports and drawings, if any.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

- D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner, the Construction Manager, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils,

including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the Construction Manager and with respect to "templating."

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and ~~Engineer~~ the Construction Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Construction Manager's Review:* After receipt of written notice as required by the preceding paragraph, ~~Engineer~~ the Construction Manager will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of ~~Engineer's~~ the Construction Manager's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of ~~Engineer's~~ the Construction Manager's written findings, conclusions, and recommendations, Owner shall

issue a written statement to Contractor (with a copy to ~~Engineer~~ the Construction Manager) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting ~~Engineer's~~ the Construction Manager's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time ~~Engineer~~ the Construction Manager determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of ~~Engineer's~~ the Construction Manager's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the ~~Engineer~~ Construction Manager may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities*: Owner, the Construction Manager, and the Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;
 3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and ~~Engineer~~ the Construction Manager in writing regarding such Underground Facility.
- C. *Engineer's Construction Manager Review*: ~~Engineer~~ Construction Manager will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of ~~Engineer's~~ the Construction Manager's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of ~~Engineer's~~ the Construction Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to ~~Engineer~~ the Construction Manager) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting ~~Engineer's~~ the Construction Manager's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time ~~Engineer~~ the Construction Manager determines that Work in connection with the Underground Facility may resume prior to completion of ~~Engineer's~~ the Construction Manager's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the ~~Engineer~~ Construction Manager may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the

owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. ~~Reports and Drawings: The Supplementary Conditions identify:~~
- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~
 - ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~
 - ~~3. Technical Data contained in such reports and drawings.~~
- B. ~~No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
 - ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives

shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and ~~Engineer~~ the Construction Manager (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with ~~Engineer~~ the Construction Manager concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with ~~Engineer~~ the Construction Manager, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the~~

~~Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of

EJCDC® C-700, Standard General Conditions of the Construction Contract.

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Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.”

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and ~~Engineer~~ the Construction Manager in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any

confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, the Construction Manager, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner ~~and~~ Engineer, and the Construction Manager (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured, ~~and Engineer,~~ and the Construction Manager.
- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner, ~~and~~ Engineer, and the Construction Manager, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- ~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an

endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer, the Construction Manager or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. ~~Owner and Contractor waive-waives~~ all rights against each other and the respective Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive-waives~~ all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer, the Construction Manager, and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor ~~Engineer~~ the Construction Manager has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and ~~Engineer~~ the Construction Manager except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and ~~Engineer~~ the Construction Manager for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through ~~Friday~~. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal~~ including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by ~~Engineer~~ the Construction Manager, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that ~~Engineer~~ the Construction Manager authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If ~~Engineer~~ the Construction Manager in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, ~~Engineer~~ the Construction Manager will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment ~~Engineer~~ the Construction Manager determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *~~Engineer's~~ Construction Manager's Evaluation and Determination:* ~~Engineer~~ Construction Manager will be allowed a reasonable time to evaluate each "or-equal" request. ~~Engineer~~ Construction Manager may require Contractor to furnish additional data about the proposed "or-equal" item. ~~Engineer~~ Construction Manager will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until ~~Engineer's~~ the Construction Manager's review is complete and ~~Engineer~~ the Construction Manager determines that the proposed item is an "or-equal," which will be evidenced by an approved

Shop Drawing or other written communication. ~~Engineer~~ Construction Manager will advise Contractor in writing of any negative determination.

- D. *Effect of ~~Engineer's~~ Construction Manager's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The ~~Engineer's~~ Construction Manager's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If ~~Engineer~~ the Construction Manager determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that ~~Engineer~~ the Construction Manager consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that ~~Engineer~~ the Construction Manager authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow ~~Engineer~~ the Construction Manager to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. ~~Engineer~~ Construction Manager will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by ~~Engineer~~ the Construction Manager will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as ~~Engineer~~ the Construction Manager may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to ~~Engineer~~ the Construction Manager for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Construction Manager's Evaluation and Determination: ~~Engineer Construction Manager~~ will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. ~~Engineer Construction Manager~~ may require Contractor to furnish additional data about the proposed substitute item. ~~Engineer Construction Manager~~ will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until ~~Engineer's the Construction Manager's~~ review is complete and ~~Engineer the Construction Manager~~ determines that the proposed item is an acceptable substitute. ~~Engineer's Construction Manager~~ determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. ~~Engineer Construction Manager~~ will advise Contractor in writing of any negative determination.
- C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: ~~Engineer Construction Manager~~ will record ~~Engineer's the Construction Manager's~~ costs in evaluating a substitute proposed or submitted by Contractor. Whether or not ~~Engineer the Construction Manager~~ approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of ~~Engineer the Construction Manager~~ for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of ~~Engineer the Construction Manager~~ for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Construction Manager's Determination: If ~~Engineer the Construction Manager~~ approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The ~~Engineer's Construction Manager~~ denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to ~~Engineer~~ the Construction Manager a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and ~~Engineer~~ the Construction Manager.

- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with ~~Engineer~~ the Construction Manager or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Construction Manager, or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer~~, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental

charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to Pasco County, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor ~~Engineer~~ the Construction Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such

changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to ~~Engineer~~ the Construction Manager for reference. Upon completion of the Work, Contractor shall deliver these record documents to ~~Engineer~~ the Construction Manager.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or the Construction Manager or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and ~~Engineer~~ the Construction Manager of the specific requirements of Contractor's safety program with which Owner's and ~~Engineer's~~ the Construction Manager's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, ~~Engineer~~ the Construction Manager has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give ~~Engineer~~ the Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If ~~Engineer~~ the Construction Manager determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give ~~Engineer~~ the Construction Manager specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to ~~Engineer~~ the Construction Manager for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ~~Engineer~~ the Construction Manager the services, materials, and equipment Contractor proposes to provide, and to enable ~~Engineer~~ the Construction Manager to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as ~~Engineer~~ the Construction Manager may require to enable ~~Engineer~~ the Construction Manager to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to ~~Engineer's~~ the Construction Manager's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Construction Manager Review of Shop Drawings and Samples

1. Engineer Construction Manager will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. ~~Engineer's the Construction Manager's~~ review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. ~~Engineer's Construction Manager's~~ review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. ~~Engineer's Construction Manager's~~ review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. ~~Engineer's Construction Manager's~~ review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and ~~Engineer the Construction Manager~~ has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer Construction Manager will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. ~~Engineer's Construction Manager's~~ review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. ~~Engineer's Construction Manager's~~ review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither ~~Engineer's Construction Manager's~~ receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by ~~Engineer the Construction Manager~~ and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by ~~Engineer the Construction Manager~~ on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer Construction Manager will record ~~Engineer's Construction Manager's~~ time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for ~~Engineer's Construction Manager's~~

charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for ~~Engineer's~~ the Construction Manager's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the ~~Engineer~~ Construction Manager in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. ~~Engineer~~ Construction Manager will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. ~~Engineer's~~ Construction Manager's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with ~~Engineer~~ the Construction Manager regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. ~~Engineer~~ Construction Manager is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by ~~Engineer~~ the Construction Manager;
 2. Recommendation by Engineer and the Construction Manager or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by ~~Engineer~~ Construction Manager or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by ~~Engineer~~ the Construction Manager or other similar acceptance by Owner;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute~~

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~~resolution costs) arising from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, Construction Manager, Wiregrass Ranch, Inc., Maggie Pond, LLC and Flycatcher Enterprises, LLC, and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$5,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner, the Construction Manager, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to ~~Engineer~~ the Construction Manager with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to ~~Engineer~~ the Construction Manager, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to ~~Engineer~~ the Construction Manager.
- D. Owner and ~~Engineer~~ the Construction Manager shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, ~~Engineer's~~ the Construction Manager's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or ~~Engineer~~ the Construction Manager.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of ~~Engineer~~ the Construction Manager and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to ~~Engineer~~ the Construction Manager in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or negligence,~~ recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, the Construction Manager, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through ~~Engineer~~ the Construction Manager.

9.02 Replacement of Engineer or Construction Manager

A. Owner may at its discretion appoint an engineer to replace Engineer or a construction manager to replace the Construction Manager, provided Contractor makes no reasonable objection to the replacement engineer or construction manager, as applicable. The replacement engineer’s or replacement construction manager’s status under the Contract Documents will be that of the former Engineer and Construction Manager, respectively.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner’s Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not

be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S AND CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. ~~Engineer~~ Construction Manager will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of ~~Engineer~~ the Construction Manager as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. ~~Engineer~~ Construction Manager will make visits to the Site at intervals appropriate to the various stages of construction as ~~Engineer~~ the Construction Manager deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, ~~Engineer~~ the Construction Manager, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ~~Engineer~~ Construction Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ~~Engineer's~~ Construction Manager's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ~~Engineer~~ the Construction Manager will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. ~~Engineer's~~ Construction Manager's visits and observations are subject to all the limitations on ~~Engineer's~~ the Construction Manager's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of ~~Engineer's~~ the Construction Manager's visits or observations of Contractor's Work, ~~Engineer~~ the Construction Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and ~~Engineer~~ the Construction Manager have agreed that ~~Engineer~~ the Construction Manager will furnish a Resident Project Representative to represent ~~Engineer~~ the Construction Manager at the Site and assist ~~Engineer~~ the Construction Manager in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not ~~Engineer's~~ the Construction Manager's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's and the Construction Manager's Authority

- A. ~~Engineer~~ Construction Manager has the authority to reject Work in accordance with Article 14.
- B. ~~Engineer's~~ Construction Manager's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's Construction Manager's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. ~~Engineer's~~ Construction Manager's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's and the Construction Manager's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. ~~Engineer~~ Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. ~~Engineer~~ Construction Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, ~~Engineer~~ Construction Manager will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's and Construction Manager's Authority and Responsibilities

- A. Neither Engineer's or the Construction Manager's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by ~~Engineer~~ or the Construction Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ~~Engineer~~ or the Construction Manager, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by ~~Engineer~~ or the Construction Manager to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. ~~Engineer~~ Construction Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. ~~Engineer~~ Construction Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. ~~Engineer~~ Construction Manager will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's and the Construction Manager's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, ~~Engineer's~~ the Construction Manager's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which ~~Engineer~~ the Construction Manager has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by ~~Engineer's~~ the Construction Manager's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the ~~Engineer~~ Construction Manager. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's the Construction Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Construction Manager prior to final sign off by the Owner and implementation of the same; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. ~~Engineer~~ Construction Manager's may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible

with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by ~~Engineer's~~ the Construction Manager's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the~~

~~basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. *Purpose and Content:* Contractor shall submit a Change Proposal to ~~Engineer~~ the Construction Manager to request an adjustment in the Contract Times or Contract Price; contest an initial decision by ~~Engineer~~ the Construction Manager concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to ~~Engineer~~ the Construction Manager within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the ~~Engineer~~ the Construction Manager and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Construction Manager's Initial Review:* ~~Engineer-Construction Manager~~ will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion ~~Engineer~~ the Construction Manager concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then ~~Engineer~~ the Construction Manager may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to ~~Engineer~~ the Construction Manager beginning its full review of the Change Proposal.
4. *Engineer's Construction Manager's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), ~~Engineer~~ the Construction Manager will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If ~~Engineer~~ the Construction Manager does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of ~~Engineer's~~ the Construction Manager's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* ~~Engineer's~~ Construction Manager's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then ~~Engineer~~ the Construction Manager will notify the parties in writing that the ~~Engineer~~ the Construction Manager is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after ~~Engineer~~ the Construction Manager issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of ~~Engineer's~~ the Construction Manager's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that ~~Engineer~~ the Construction Manager has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after ~~Engineer~~ the Construction Manager has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the ~~Engineer~~ the Construction Manager, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's

knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to ~~Engineer~~ the Construction Manager.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes:~~
 - 1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or~~

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of ~~Engineer~~ the Construction Manager, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 5) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 6) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 7) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

- 8) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such

losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- ~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost plus a fee, then:~~
 - a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
 - 9) 1) ~~When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - 10) 2) ~~When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and ~~Engineer~~ the Construction Manager.
- B. *Cash Allowances:* Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by ~~Engineer~~ the Construction Manager to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. ~~Engineer~~ the Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor. ~~Engineer~~ the Construction Manager will review with Contractor the ~~Engineer's~~ the Construction Manager's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ~~Engineer's~~ Construction Manager's written decision thereon will be final and binding (except as modified by ~~Engineer~~ the Construction Manager to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, ~~Engineer~~, the Construction Manager, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give ~~Engineer~~ the Construction Manager timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ~~Engineer~~ the Construction Manager the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and ~~Engineer's~~ the Construction Manager's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and ~~Engineer~~ the Construction Manager.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, ~~Engineer~~ the Construction Manager, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of ~~Engineer~~ the Construction Manager, Contractor shall, if requested by ~~Engineer~~ the Construction Manager, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given ~~Engineer~~ the Construction Manager timely notice of Contractor's intention to cover the same and ~~Engineer~~ the Construction Manager had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* ~~Engineer~~ Construction Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or ~~Engineer~~ the Construction Manager has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if ~~Engineer~~ the Construction Manager has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to ~~Engineer's~~ the Construction Manager's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by ~~Engineer~~ the Construction Manager as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. ~~Engineer~~ Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Construction Manager shall review each such additional inspection or testing of the Work.
- B. If any Work is covered contrary to the written request of ~~Engineer~~ the Construction Manager, then Contractor shall, if requested by ~~Engineer~~ the Construction Manager, uncover such Work for ~~Engineer's~~ the Construction Manager's observation, and then replace the covering, all at Contractor's expense.
- C. If ~~Engineer~~ the Construction Manager considers it necessary or advisable that covered Work be observed by ~~Engineer~~ the Construction Manager or inspected or tested by others, then Contractor, at ~~Engineer's~~ the Construction Manager's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ~~Engineer~~ the Construction Manager may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction

(including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from ~~Engineer~~ the Construction Manager to correct defective Work, or to remove and replace defective Work as required by ~~Engineer~~ the Construction Manager, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and ~~Engineer and Engineer's consultants~~ the Construction Manager and Construction Manager's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and the Construction Manager for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's and reasons for refusing to recommend payment which have been determined in consultation with the Construction Manager. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on ~~Engineer's~~ the Construction Manager's observations of the executed Work as an experienced and qualified design

professional, and on Engineer's and the Construction Manager's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's and the Construction Manager's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ~~Engineer's~~ the Construction Manager's responsibility to observe the Work.
3. By recommending any such payment Engineer and the Construction Manager will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ~~Engineer~~ the Construction Manager in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither ~~Engineer's~~ the Construction Manager's review of Contractor's Work for the purposes of recommending payments nor Engineer's and the Construction Manager's recommendation of any payment, including final payment, will impose responsibility on ~~Engineer~~ or the Construction Manager:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer, in consultation with the Construction Manager, will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer or the Construction Manager has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, in consultation with the Construction Manager, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;

- i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, in consultation with the Construction Manager, Owner will give Contractor immediate written notice (with a copy to Engineer and the Construction Manager) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and ~~Engineer~~ the Construction Manager in writing that the entire Work is substantially complete and request that ~~Engineer~~ the Construction Manager issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and ~~Engineer~~ the Construction Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and ~~Engineer~~ the Construction Manager shall make an inspection of the Work to determine the status of completion. If ~~Engineer~~ the Construction Manager does not consider the Work substantially complete, ~~Engineer~~ the Construction Manager will notify Contractor in writing giving the reasons therefor.
- C. If ~~Engineer~~ the Construction Manager considers the Work substantially complete, ~~Engineer~~ the Construction Manager will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. ~~Engineer~~ Construction Manager shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to ~~Engineer~~ the Construction Manager as to any provisions of the

certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, ~~Engineer~~ the Construction Manager concludes that the Work is not substantially complete, ~~Engineer~~ the Construction Manager will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections ~~Engineer~~ the Construction Manager concludes that the Work is substantially complete, then ~~Engineer~~ the Construction Manager will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as ~~Engineer~~ the Construction Manager believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, ~~Engineer~~ the Construction Manager, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and ~~Engineer~~ the Construction Manager will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and ~~Engineer~~ the Construction Manager in writing that Contractor considers any such part of the Work substantially complete and

request ~~Engineer~~ the Construction Manager to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and ~~Engineer~~ the Construction Manager shall make an inspection of that part of the Work to determine its status of completion. If ~~Engineer~~ the Construction Manager does not consider that part of the Work to be substantially complete, ~~Engineer~~ the Construction Manager will notify Owner and Contractor in writing giving the reasons therefor. If ~~Engineer~~ the Construction Manager considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, ~~Engineer~~ the Construction Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of ~~Engineer~~ the Construction Manager, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for

which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of ~~Engineer's~~ the Construction Manager's observation of the Work during construction and final inspection, and Engineer's and the Construction Manager's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer, in consultation with the Construction Manager, is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion, in consultation with the Construction Manager, to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner, the Construction Manager, and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Construction Manager has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer and the Construction Manager of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer, in consultation with the Construction Manager, for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to

Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of

invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and ~~Engineer~~ the Construction Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.
- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with ~~a~~ any material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or ~~Engineer~~ the Construction Manager.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by ~~Engineer~~ the Construction Manager as to their reasonableness and, when so approved by ~~Engineer~~ the Construction Manager, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor, the Construction Manager, and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under

subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):

- ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
 - ~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;
 4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;
 5. Complete performance of any Work which is not terminated; and
 6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner, the Construction Manager, and Engineer, and provided Owner, the Construction Manager, or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~ Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted,

or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner, the Construction Manager, and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Pasco County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, the Construction Manager, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, ~~neither~~ Owner, the Construction Manager, ~~nor~~ Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

- A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

- A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.



Section II.D

Supplementary

Conditions to

Standard Agreement

& General Conditions

SUPPLEMENTARY CONDITIONS

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT – CHANCEY ROAD PHASE 3 PROJECT

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by ~~Engineer~~ the Construction Manager in the preparation of the Contract Drawings and Specifications:

GEOTECHNICAL ENGINEERING REPORT BY GHD SERVICES, INC.; DATED MARCH 31, 2016
GEOTECHNICAL ENGINEERING REPORT BY GHD SERVICES, INC.; DATED JUNE 8, 2018

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by ~~Engineer~~ the Construction Manager in the preparation of the Contract Drawings and Specifications:

No drawings related to Subsurface and Physical Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

No technical data related to Subsurface and Physical Conditions at the Site are known to Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR’S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor’s required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. Commercial General Liability

General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. Automobile Liability*

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	

Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. *Excess or Umbrella Liability**

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

e. *Contractor's Pollution Liability**

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. *Builder's Risk*

- i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. *Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are

intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and ~~Engineer~~ the Construction Manager.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;
- b. Blanket contractual liability coverage to the extent permitted by law;

Construction Manager:

Scott Sheridan
Locust Branch, Inc.
3717 Turman Loop, Suite 102
Wesley Chapel, FL 33544
Phone : 813-973-7491
scott@thewiregrassranch.com

2. An itemization of the specific matters to be covered by such authority and responsibility:

Scope of duties as identified in that certain *Project Management Agreement (Chancey Phase 3)*, dated September 22, 2022, by and between the Owner and Construction Manager

3. The extent of such authority and responsibilities:

Scope of duties as identified in that certain *Project Management Agreement (Chancey Phase 3)*, dated September 22, 2022, by and between the Owner and Construction Manager

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N/A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

N/A



Section II.E

Forms of Performance / Payment Bond

Bond Number Assigned by Surety:

[Bond Number]

PERFORMANCE BOND

Contractor Name: _____ Address (principal place of business): _____ _____ Telephone Number: () _____	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] Telephone Number: [Telephone Number]
Owner Name: Wiregrass II Community Development District Mailing address (principal place of business): Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 Telephone Number: (813) 994-1001	Contract Description (name and location): Wiregrass II Community Development District – Chancey Road Phase 3 Project, Pasco County, Florida Contract Price: \$ _____ Effective Date of Contract: [Date from Contract]
Bond Bond Amount: \$ _____ Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

Bond Number Assigned by Surety:

[Bond Number]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:

[Bond Number]

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:

[Bond Number]

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

Bond Number Assigned by Surety:
[Bond Number]

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____ _____</p> <p>Telephone Number: () _____</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Address of Surety's principal place of business]</p> <p>Telephone Number: [Telephone Number]</p>
<p>Owner</p> <p style="text-align: center;">Wiregrass II Community Development</p> <p>Name: District</p> <p>Mailing address (<i>principal place of business</i>): Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614</p> <p>Telephone Number: (813) 994-1001</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Wiregrass II Community Development District – Chancey Road Phase 3 Project, Pasco County, Florida</p> <p>Contract Price: \$ _____</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: \$ _____</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

Bond Number Assigned by Surety:

[Bond Number]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 15..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 15..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

Bond Number Assigned by Surety:

[Bond Number]

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 116..1. The name of the Claimant;
 - 116..2. The name of the person for whom the labor was done, or materials or equipment furnished;

Bond Number Assigned by Surety:

[Bond Number]

- 116..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 116..4. A brief description of the labor, materials, or equipment furnished;
 - 116..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 116..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 116..7. The total amount of previous payments received by the Claimant; and
 - 116..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**



EXHIBIT A

CONTRACTORS BID



QGS Development, Inc.
 1450 S Park Road
 Plant City, FL 33566
 Office - 813.634.3326
 Fax - 813.634.1733

To: Locust Branch, LLC	Contact: Scott Sheridan
Address: 3717 Truman Loop, Suite 102 Wesley Chapel, FL 33544	Phone: 813-973-7491
Project Name: Chancey Road PH 3 - 2-20-23	Fax:
Project Location: Chancey Road Wiregrass Ranch Blvd, Pasco County, FL	Bid Number: 202300897000
Addendum #: 2	Bid Date: 2/20/2023

This proposal is based on plans received from Ardurra Engineering with a plan date of 9-12-2018 and is listed as Pasco County Resubmittal. There are no latest revisions noted on the drawings.

This proposal is also based on GeoTech Report from GHD with a report date of 3-17-2017 and also an addendum report dated 10-19-2017.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
General Conditions					
1000	Mobilization / General Conditions	1.00	LS	\$197,558.12	\$197,558.12
1001	NPDES Compliance	1.00	LS	\$5,044.53	\$5,044.53
1002	Payment & Performance Bond	1.00	LS	\$48,193.40	\$48,193.40
1003	36 Month Warranty Bond	1.00	LS	\$33,839.21	\$33,839.21
1004	Builder's Risk Insurance	1.00	LS	\$127,000.00	\$127,000.00
1005	Survey Staking & Asbuilt Data (No Drawings)	1.00	LS	\$44,529.99	\$44,529.99
1006	Type III Silt Fence	4,820.00	LF	\$2.79	\$13,447.80
1007	Type IV Silt Fence (Wire Backed)	7,440.00	LF	\$4.22	\$31,396.80
1008	Staked Turbidity Barrier	1,860.00	LF	\$14.41	\$26,802.60
Total Price for above General Conditions Items:					\$527,812.45

Earthworks

1009	Site Demolition	1.00	LS	\$10,000.00	\$10,000.00
	· Fence Removal - Allowance				
1010	Site Clearing Of Trees And Vegetation	6.00	ACRE	\$5,263.63	\$31,581.78
	· Burn Onsite				
1011	Site Clearing Of Palmettos	27.00	ACRE	\$10,272.02	\$277,344.54
1012	Disc Site	33.00	ACRE	\$836.61	\$27,608.13
1013	Pond Excavation With Long Haul	30,818.00	CY	\$2.80	\$86,290.40
	· Excavated Material To Be Used For Mass Graded Area Only				
1014	Mitigation Excavation With Long Haul	17,220.00	CY	\$3.54	\$60,958.80
	· Excavated Material To Be Used For Mass Graded Area Only				
1015	Muck / Deleterious Material	10,291.00	CY	\$7.13	\$73,374.83
1016	Compacted Fill Roadway And ROW	90,642.00	CY	\$1.83	\$165,874.86
1017	Compacted Fill Mass Graded Area And Ponds	57,304.00	CY	\$1.15	\$65,899.60
1018	Import Fill Only (No Compaction) - Road	88,085.00	CY	\$21.28	\$1,874,448.80
1019	Import Fill Only (No Compaction) - Mass Graded Area	10,177.00	CY	\$21.28	\$216,566.56
1020	Onsite Grading	1.00	LS	\$65,869.27	\$65,869.27
1021	Mass Grade Area Site Grading	1.00	LS	\$20,380.73	\$20,380.73
1022	Bahia Sod Back Of Sidewalk And Curbs	23,648.00	SY	\$2.82	\$66,687.36

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1023	Bahia Sod Pond Banks	8,830.00	SY	\$2.82	\$24,900.60
1024	Bahia Sod Slopes Steeper Than 4:1	942.00	SY	\$2.82	\$2,656.44
1025	Seeding & Mulching Mass Graded Area	29,620.00	SY	\$0.36	\$10,663.20
Total Price for above Earthworks Items:					\$3,081,105.90

Paving

1026	Maintenance Of Traffic	1.00	LS	\$7,893.97	\$7,893.97
1027	Saw Cut And Match Existing Paving	48.00	LF	\$3.55	\$170.40
1028	Pave 1" Type FC-9.5 Asphalt	26,200.00	SY	\$11.80	\$309,160.00
1029	Pave 2" Type SP-12.5 Asphalt	26,200.00	SY	\$16.98	\$444,876.00
1030	Road Base Crushed Concrete 10"	26,200.00	SY	\$23.11	\$605,482.00
1031	Subgrade Stabilized 12"	26,200.00	SY	\$8.89	\$232,918.00
1032	Signage & Striping Includes Water Blasting Existing Striping On Chancey Road PH 2	1.00	LS	\$73,145.70	\$73,145.70
1033	Concrete Curb Type F	14,020.00	LF	\$20.00	\$280,400.00
1034	Concrete Curb Type RA	40.00	LF	\$31.17	\$1,246.80
1035	Concrete Curb Transitions	250.00	LF	\$26.97	\$6,742.50
1036	Type 1 Option 2 FDOT Traffic Separator	92.00	SF	\$14.55	\$1,338.60
1037	Concrete Sidewalk 4" - 5' Sidewalk 3,000 PSI With Fiber	17,670.00	SF	\$6.38	\$112,734.60
1038	Concrete Sidewalk 4" - 8' Meandering Path 3,000 PSI With Fiber	26,530.00	SF	\$6.38	\$169,261.40
1039	ADA Access Ramps	12.00	EACH	\$1,225.10	\$14,701.20
Total Price for above Paving Items:					\$2,260,071.17

Storm System

1040	Connect To Existing 30" RCP Pipe	1.00	EACH	\$3,272.43	\$3,272.43
1041	RCP 18"	1,168.00	LF	\$76.86	\$89,772.48
1042	RCP 24"	1,632.00	LF	\$102.97	\$168,047.04
1043	RCP 30"	792.00	LF	\$149.70	\$118,562.40
1044	RCP 36"	568.00	LF	\$192.37	\$109,266.16
1045	RCP 42"	88.00	LF	\$278.82	\$24,536.16
1046	RCP 48"	568.00	LF	\$303.09	\$172,155.12
1047	Type 5 Curb Inlet	15.00	EACH	\$9,916.58	\$148,748.70
1048	Type 6 Curb Inlet	10.00	EACH	\$10,332.10	\$103,321.00
1049	Control Structure Type D - DS-CR6	1.00	EACH	\$9,894.03	\$9,894.03
1050	Control Structure Type D - DS-CR6B	1.00	EACH	\$12,677.67	\$12,677.67
1051	RCP FES Precast 24"	3.00	EACH	\$3,436.88	\$10,310.64
1052	RCP FES Precast 42"	1.00	EACH	\$7,704.71	\$7,704.71
1053	Rip Rap Rubble At Sumps	40.00	TON	\$102.29	\$4,091.60
1054	Quad 36" Retaining Endwalls Cast In Place	2.00	EACH	\$61,563.70	\$123,127.40
1055	Quad 48" Retaining Endwalls Cast In Place	2.00	EACH	\$65,838.34	\$131,676.68
1056	Pedestrian Picket Handrail FDOT Index 851 Aluminum Finish	222.00	LF	\$95.48	\$21,196.56
Total Price for above Storm System Items:					\$1,258,360.78

Water System

1057	Connect To Existing 36" WM	1.00	EACH	\$16,987.08	\$16,987.08
1058	PW PVC (DR-18) 24"	20.00	LF	\$248.72	\$4,974.40
1059	PW PVC (DR-18) 12"	3,780.00	LF	\$75.49	\$285,352.20
1060	Potable Water Gate Valves 12"	11.00	EACH	\$4,541.69	\$49,958.59
1061	PW 36" X 24" Reducer	1.00	EACH	\$7,076.31	\$7,076.31
1062	PW 24" X 12" Reducer	1.00	EACH	\$2,813.45	\$2,813.45

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1063	PW 12" Cross	1.00	EACH	\$3,953.03	\$3,953.03
1064	PW Tee's 12"	3.00	EACH	\$2,932.83	\$8,798.49
1065	PW 45 Bend 12"	2.00	EACH	\$1,578.00	\$3,156.00
1066	PW End Cap 12"	6.00	EACH	\$2,083.31	\$12,499.86
1067	Potable Water Blow Offs (Temporary)	6.00	EACH	\$1,080.13	\$6,480.78
1068	Fire Hydrant Assembly	7.00	EACH	\$7,432.21	\$52,025.47
1069	PW Air Release Valve Assembly	3.00	EACH	\$4,903.39	\$14,710.17
Total Price for above Water System Items:					\$468,785.83

Reuse System

1070	RU Connect To Existing	1.00	EACH	\$1,571.11	\$1,571.11
1071	RU PVC (DR-18) - Reuse 16"	3,615.00	LF	\$118.37	\$427,907.55
1072	RU PVC (DR-18) - Reuse 12"	540.00	LF	\$75.28	\$40,651.20
1073	RU Gate Valves 16"	6.00	EACH	\$10,122.30	\$60,733.80
1074	RU Gate Valves 12"	5.00	EACH	\$4,541.69	\$22,708.45
1075	RU 16" X 12" Cross	1.00	EACH	\$4,263.36	\$4,263.36
1076	RU 16" X 12" Tee	3.00	EACH	\$3,645.57	\$10,936.71
1077	RU Bend 45 16"	2.00	EACH	\$3,175.11	\$6,350.22
1078	RU End Cap 16"	1.00	EACH	\$4,041.64	\$4,041.64
1079	RU End Cap 12"	5.00	EACH	\$2,083.31	\$10,416.55
1080	RU Water Blowoff (Temporary)	6.00	EACH	\$1,860.81	\$11,164.86
1081	RU Air Release Valve	2.00	EACH	\$8,073.91	\$16,147.82
Total Price for above Reuse System Items:					\$616,893.27

Force Main

1082	FM 24" X 8" Wet Tap	1.00	EACH	\$5,409.79	\$5,409.79
1083	FM PVC Pipe 08"	3,700.00	LF	\$42.12	\$155,844.00
1084	FM PVC Pipe 06"	550.00	LF	\$28.70	\$15,785.00
1085	FM Gate Valves 08"	4.00	EACH	\$2,337.05	\$9,348.20
1086	FM Gate Valves 06"	9.00	EACH	\$1,609.66	\$14,486.94
1087	FM 8" X 6" Cross	1.00	EACH	\$1,283.87	\$1,283.87
1088	FM 8" X 6" Tee	3.00	EACH	\$1,245.31	\$3,735.93
1089	FM 8" 45 Bend	1.00	EACH	\$1,013.99	\$1,013.99
1090	FM 8" 22.5 Bend	2.00	EACH	\$1,010.14	\$2,020.28
1091	FM 8" 11.25 Bend	1.00	EACH	\$986.99	\$986.99
1092	FM 8" Cap	1.00	EACH	\$1,042.26	\$1,042.26
1093	FM 6" Cap	5.00	EACH	\$611.73	\$3,058.65
1094	FM Air Release	2.00	EACH	\$6,437.53	\$12,875.06
Total Price for above Force Main Items:					\$226,890.96

Fencing

1095	Barbed Wire Fencing (Cattle Fence) With (6) 16' Gate Openings	10,410.00	LF	\$6.82	\$70,996.20
Total Price for above Fencing Items:					\$70,996.20

Mitigation Plantings

1096	Mitigation Plantings For M17-3	1.00	LS	\$1,333,375.21	\$1,333,375.21
1097	Mitigation Plantings For G14-1	1.00	LS	\$19,009.94	\$19,009.94
1098	Mitigation Plantings For G14-2	1.00	LS	\$40,781.90	\$40,781.90
1099	Tree Plantings Along Pond Slope As Per Sheet C2.04 Details.	1.00	LS	\$13,431.59	\$13,431.59
Total Price for above Mitigation Plantings Items:					\$1,406,598.64

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Irrigation Sleeving					
1100	Irrigation Sleeving 2"	8,280.00	LF	\$10.05	\$83,214.00
1101	Irrigation Sleeving 4"	8,280.00	LF	\$17.46	\$144,568.80
1102	Irrigation Sleeving 6"	4,140.00	LF	\$24.30	\$100,602.00
Total Price for above Irrigation Sleeving Items:					\$328,384.80

Total Bid Price: \$10,245,900.00

Notes:

- This bid is based on current market pricing. Due to the volatility of liquid asphalt, aggregates, concrete, fuel, steel and PVC materials these prices cannot be predicted. This bid does not include any adjustments and surcharges for material price increases. QGS Reserves the right to pass on any material increases to owner through the duration of the Contract.
- Due to the current Situation with PVC Shortages and delays in production, QGS will not be held responsible for said delays, which may increase overall Substantial completion Days.
- This proposal/quote is based on and tied to the FDOT Asphalt Price Index (API) for Bituminous Materials <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm> currently in effect as of the date of this proposal/quote (unless otherwise specified herein). Any adjustments due to increases or decreases in the API will be determined in accordance with section 9-2.1.2 of the current FDOT Standard Specifications for Road and Bridge Construction with the exception that bituminous adjustments will be made only when the current API (CAPI) varies by more than 10% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 10%. The application of adjustments will not be conditioned on the Owner's or any other party's participation in this clause.
- This bid is only valid for 15 Days.
- Our estimate is based upon the existing topo being correct within +/- .1'
- This estimate does not cover any excavation or disposal of any hazardous or toxic waste encountered. Also does not include excavation or disposal of trash or any other unforeseen site conditions.
- This bid includes 36 month warranty bond after substantial completion.
- QGS Development accepts no responsibility for and shall not be held liable or responsible in any manner in regard to sinkholes including, but not limited to, investigation, identification, testing, and/or remediation at any time.
- No Landscaping is included in this bid.
- No Irrigation is included in this bid.
- QGS is not responsible for Solid Limerock or Stone. If encountered during Excavation addition cost will need to be negotiated.
- Geo Testing By Owner
- No Well Abandonment, power relocation or removal is included with this bid.
- Unless specifically listed in Pay Items, Bid Does NOT Include Record Drawings.
- All Finished Lot grading will be pad elevation +/- .2 of a foot.
- The materials are based on current tariff laws that are in affect at time of bid. If tariff increases material cost during construction, a change order will be necessary for said increases.
- All contracts will be subject to compensation for stored materials, based on monthly draws of delivered materials.
- All Permits and Fees will be paid for by owner.
- QGS Will not be held responsible for plans issued without a revision list issued by the EOR. Owner is responsible to compensate QGS for all plan changes found with no time limit on change orders until close of contract.
- Unless specifically listed in Bid Items, Electrical, Cable TV and Irrigation Conduit Sleeve Crossings are not included in this bid.
- This proposal includes the removal of existing gore striping on Chancey Road Phase 2 section, just West of Phase 3. The removal process will be by the method of water blasting. If any other method is required, additional cost may incur and is subject to a change order.
- This proposal does not include the harvesting of red maple and / or bald cypress trees onsite. The mitigation area M17-3 is to receive new plantings of these trees and is priced accordingly.
- This proposal includes the retaining walls / endwalls to be cast in place and not a modular block system.
- This proposal includes the pedestrian railing to be per FDOT index of 862 Aluminum finish. Plans are showing a discrepancy of the FDOT Index and our proposal is based on the structural notes on Sheet C4.02.
- This proposal does not include any additional excavation or grading of Mitigation areas G14-1 and G14-2. Plantings only for these areas is proposed.
- This proposal is based on the pond excavations and mitigation M17-3 excavation material to be used as fill material for the mass graded site only and is not part of the roadway fill. All roadway fill to be imported material of select material based on Pasco County Road specs.
- **All Precast Structures are Budget only and subject to change based on final revised plans for construction and Submittal Approval by Engineer.**
- **This Quote is Based on Fuel Pricing as of 2-10-23 at \$3.57/ Gal for Off-road Diesel Fuel. We have budgeted 70,943 Gallons for this Project. The escalation costs will be passed through and invoiced separately without the need for a Change Order. If fuel rates go lower than estimated. A rebate will be given for the fuel usage during that period.**

- Freight cost is based on 2-6-23 average diesel price of \$4.69/ Gal. of the DOE Lower Atlantic Region. Material increase to fuel cost will incur additional freight charges. The escalation costs will be passed through and invoiced separately without the need for a Change Order. Per US Energy Information Administration <https://www.eia.gov/petroleum/gasdiesel/>

Fuel rate escalation table included below for reference.

DOE LAR Diesel Price Addition	Rate Increase
\$0.10/Per Gallon	1%
\$0.20/ Per Gallon	2%
\$0.30/ Per Gallon	3%
\$0.40/ Per Gallon	4%
\$0.50/ Per Gallon	5%

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: QGS Development, Inc</p> <p style="text-align: center;"><i>Jeff Taylor</i></p> <p>Authorized Signature:</p> <p>Estimator: Jeff Taylor 813-634-3326 Ext. 238 jtaylor@qgsdevelopment.com</p>
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ID	Task Name	Duration	September 2023					October 2023					November 2023					December 2023								
			8	13	18	23	28	3	8	13	18	23	28	2	7	12	17	22	27	2	7	12	17			
1	Chancey Road PH 3	260 days Mon																								
2	General Conditions	101 days Mon																								
3	Fully Executed Contract/Commitment #	1 day Mon																								
4	Submittals Request	30 days Tue																								
5	Submittal Approval from EOR	10 days Thu																								
6	Precast Delivery	60 days Su																								
7	Mobilization	1 day Me																								
8	Erosion Control Installation	14 days Mon																								
9	Earthwork	130 days Mon																								
10	Clearing	45 days Me																								
11	Cut/Fill	60 days Th																								
12	Mitgation Planting	60 days M																								
13	Storm Sewer Installation	45 days Th																								
14	Storm	45 days Th																								
15	Pressure Pipe Installation	80 days Mo																								
16	Potable Water	30 days Mo																								
17	Reclaim Water/Force Main	50 days W																								
18	Roadwork	94 days Mon																								
19	Stabilization	25 days Me																								
20	Power/Owner Crossings	10 days Mo																								
21	Curb/ Traffic Seperator	30 days Mo																								
22	Subgrade	28 days Mo																								
23	Base	35 days We																								
24	Structural Asphalt	10 days We																								
25	Sidewalk	30 days S																								
26	Pond Tree Planting	15 days We																								
27	Sod/ Seed and Mulch	10 days Mon																								
28	Friction Course	7 days Th																								
29	Substantial Completion	26 days Thu																								
30	Signage and Striping	20 days Thu																								
31	Inspections	5 days We																								
32	Final Completion	1 day Mon																								



Evaluation Criteria

QGS Development, Inc.'s Supporting Documents



Evaluation Criteria

Personnel Resumes

No. 1

Thomas H. Barnes, Vice President

Thomas H. Barnes

Vice President

Mr. Barnes currently leads our Sitework Development, Underground Utilities and Athletic Field divisions. He has extensive knowledge of residential/commercial sitework construction, as well as golf course construction and renovation. Mr. Barnes experience includes surveying, clearing, grubbing and earthwork, storm water drainage, sanitary sewer drainage, siphon drainage, water utilities and irrigation. Mr. Barnes possesses thorough knowledge of plan implementation, plan take-offs, contract negotiations and implementation, vendor procurement, sales, bidding and job scheduling. He has Twenty-Eight (28) years of construction experience with QGS Development.

Previous Projects

- **Bayberry Woods Subdivision** – Located east of U.S. Hwy. 41 South in Gibsonton, Florida. The project is for the development of a 38 single-family residential subdivision, consisting of approximately 9.46+ Acres. Services included earthwork, clearing, underground utilities, offsite force main, etc.
- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds, underground utilities, signage, etc. for a roads portion and a utilities portion for this project.
- **Park Creek Phase 3** – Located off U.S. Hwy. 301 and Tucker Jones Road in Riverview, Florida. The project was developed as a 94 lot residential single-family detached subdivision. Services include earthwork, stripping site of vegetation & grasses, asphalt paving, concrete, underground utilities, construction of right turn lane, etc.
- **Wynnmere East Phase 1:** Located at 11th Avenue NE and 18th Street NE in Ruskin, Florida (Hillsborough County). Services performed included earthwork, storm sewer, sanitary sewer, water distribution, paving, offsite improvements, etc.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.
- **The Reserve at Pradera (fka Lodato)** – Located southwest of the intersection of Big Bend Road & Balm Riverview Road in Riverview, FL (Hillsborough County). Services include earthwork, base & paving, **underground** utilities, etc.
- **Fern Hill Subdivision** – 205-Lot Subdivision located in Riverview, Florida on the east side of Fern Hill Drive just south of Gibsonton Drive. Construction services including earthwork, utilities, roadwork, etc.
- **Coral Creek Ecosystem Restoration** – Approx. 65 acres of work consisting of clearing & grubbing, spoil removal, ditch **backfilling/grading**, **exotic/nuisance** plant species removal, wetland plantings, dewatering, sod, concrete, steel, filter marsh/berm construction and borrow pit expansion and enhancement.
- **FishHawk Sports Complex Expansion Phase 1** - located in Lithia, Florida. This project consists of 18 acres, 4 soccer fields, road connections, utility extensions, clearing and tree removal
- **Gornto Lake Road Extension** – A new four lane divided urban roadway with sidewalks and bike lanes. Work includes **milling and resurfacing the existing four lane roadway, constructing mast arm signals and ITS interconnect** The project includes: Articulating Block, Bulkhead, Clearing/Grubbing, Concrete, Dewatering, Directional Bore, Electrical, Erosion Control, Excavation, Embankment, Fence, Grading, Guardrail, Hauling/Aggregates, Landscape, Milling, MOT, Paving, Pipe, Pipe Testing, Precast, Retaining Wall, Sheet Piling, Signalization, Sod, Striping/Signage, Survey, Testing, and Video.
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.

Thomas H. Barnes Vice President

- **Desoto CD&D Disposal Facility - Stage 2 Phase I Closure**-Landfill Closure - Stage 2 Phase I Closure Cap System, Borrow Pit Number 1 (Area 3) and Borrow Pit Number 2. Work Includes Erosion and Sedimentation Control, Clearing, Grubbing, Excavation, Placement of Fill, Pipe, Precast, Sod, Seed, and Dewatering.
- **Chancey Road**-The project includes a Roads Portion and a Utilities Portion, and the entire project consists of Earthwork, Paving, Drainage, Water, Sanitary Sewer, Reclaimed Water, Signing and Pavement Markings, and SR 581 FDOT Signalization, Signing and Pavement Markings.
- **Union Park CDD Phases 1 and 2 and Oldswood Avenue**-Construction and installation of various infrastructure improvements from the existing terminus of Oldswood Avenue to the primary entrance of the Union Park development and also the public infrastructure for Phases 1 and 2, including paving, drainage, potable water, sanitary sewer, storm water management, clearing, concrete, erosion control, hydroseeding, landscape, lift station, MOT, pavers, railing, retaining wall, sod, striping, and signage.
- **Wheeler Street Realignment**-Demolition and reconstruction of Wheeler Street, reconstruction of Renfro Street, Warren Street construction and the extension of Alabama Street along with the installation of new utilities and other ancillary work including: Concrete, Dewatering, Electrical, Erosion Control, Hydroseed, Irrigation, Landscape, Milling, MOT, Paving, Pipe, Precast, Sod, Striping, Signage, Survey, and Testing
- **Desoto CD&D Disposal Facility - Stage 1 North Slope Lining**-Landfill Closure - Stage 1 North Slope Lining Project. Work Includes Erosion and Sedimentation Control, Clearing, Grubbing, and Stripping, Excavation, Placement of Fill, and Dewatering.
- **Hillsborough County Stormwater WORCS Contract**-The work to be performed under this contract may include, but is not limited to the following: Storm sewer installation includes cross drains, side drains, manhole and inlet structures, and end treatment, slip-lining of existing storm sewers, cleaning and sealing existing pipe joints, roadway construction and restoration, right-of-way construction and restoration, retention/detention pond construction and restoration, grading and ditch construction, underdrain and French drain installation, and other related stormwater projects.
- **East Pasco Class I Landfill - Infill Area Closure**-Construct the closure of the Infill Area at the East Pasco Class I Landfill including site preparation, fill and grade, gas management system, 40 mil LLDPE Cap Liner, geocomposite drainage net layer, cover material, stormwater management system, sodding, miscellaneous work and clean up.
- **MacDill Air Force Base Restoration Phase III**-The project involves land associated with the base golf course, a drainage can, a borrow pit/stormwater pond, and preserve areas. Restoration will involve stormwater treatment/polishing coupled with creation of a low salinity lagoon, tidal channels, creation of tidal marshes, estuarine wetland enhancement, and upland enhancement.
- **Terminal Parking Expansion at Lakeland Linder Regional Airport**-Construct A 6780 SY Asphalt Parking Expansion In The Terminal Parking Area And A 7490 SY Asphaltic Quick-Turn-Around Area Including Associated Demolition, Utilities And Drainage Installations In Both Areas.
- **Southeast County Landfill - Level Area for Drill Rig**-Level Area for Drill Rig, Haul and Spread Fill, Install Silt Fence, and Furnish and Install Bahia Sod.
- **Edgewood Drive Extension**-Construction of The Edgewood Drive Extension Improvements from Harden Blvd. (SR 563) to South Florida Avenue (SR 37) including roadway, marking, embankment, stabilization, base course, asphaltic concrete surface course, drainage structures, concrete curb and gutter, concrete sidewalk, maintenance of traffic, signalization, signing and pavement marking, landscaping and irrigation, erosion control, sodding and selective clearing and grubbing.
- **Oak Hill Burial Park**-Construction Of Stormwater Improvements At The City Of Lakeland Burial Park Oak Hill Cemetery Including Earthwork, Drainage Infrastructure, And Roadway Infrastructure.
- **Ungarelli Preserve Habitat Restoration**-Implementation of a habitat restoration project at the Ungarelli Preserve including earthwork, surveying, best management practices, planting of native plant species using nursery-grown plants, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.

Thomas H. Barnes

Vice President

- **Lake Parker Water Quality Improvement Site G-** Construction of One (1) Stormwater Attenuation Pond Including Clearing, Concrete, Erosion Control, Fence, Landscape, Irrigation, Paving, Pipe, Precast, Pond Construction, Emergency Spillway, Type II Underdrain System, Outfall/Overflow Structure, North Cell Inflow, North/South Pond Connection, Southeast Inflow, and Sand Filter.
- **Lake Parker SW Basin Magnolia Retention Pond-** Altering A Pre 1984 Surface Water Management System Serving A Contributing Urbanized Drainage Subbasin Of Approximately Three (3) Acres To Lake Parker. The Drainage Improvements Consist Generally Of Constructing A Regional Retention Pond (Magnolia Retention Pond) With An Underdrain And Adjustable Control Structure To Improve The Water Quality Of Stormwater Entering Lake Parker. The work includes clearing, concrete, erosion control, irrigation, landscaping, paving, pipe, precast, sod, pond construction, stormwater dist. system, underdrain control structure, and discharge structure.
- **Bushnell Park Improvements-**Demolition of an existing two story building and limerock parking lot, tree removal; construction of a new asphalt parking lot and associated asphalt parking around the park area, **handicap ramps, signing** and pavement marking, a **gazebo, open play field, irrigation, water fountain/statue feature**, decorative sidewalks, brick pavers, lighting and associated electrical, and **drainage**, including underground storm tech chambers.
- **Wauchula Municipal Airport Construct Stormwater Master Ponds-**West Master Pond on Airport Lots 7 and 8 with interconnecting pipe, East Master Pond on Airport Lot 17 with master stormwater control structure, discharge pipe, and end treatments, Concrete pipe for storm conveyance, turfing, littoral zone plantings, and erosion control
- **Bahia Beach Habitat Restoration-Site Improvements** including site preparation, fencing, driveway installation, clearing and grubbing, earthwork excavation and grading, stormwater control structures, drainage structures, SWIM wetland creation, nuisance and exotic vegetation eradication treatments, wetland planting, and project site restoration - 250 acre site
- **Palm River Habitat Restoration-**56.3 Acres of Wetland Enhancement and Slope Grading and Stabilization Followed by Two Years of Non-Native and Nuisance Plans Control Quarterly Maintenance including clearing, grubbing, earthwork, barriers, hydroseeding, planting and clearing, herbicide, sodding.
- **Southeast County Landfill Stormwater Improvements-**Construction improvements of stormwater ponds, including earthwork, the removal and installation of stormwater structures and piping, installation of spillways and other incidental items related with construction of the stormwater ponds.
- **Hillgrove and Stearns Drainage Improvements-** Construction of improvements to Hillgrove and Stearns Rd Drainage Improvements which include but are not limited to: Re-grade existing swales along a portion of Hillgrove Road to Stearns, construction of a crossdrain at the low point of the Road, and replacement of the existing outfall culverts at Stearns Road, construction of a smartbox and 1600 lf of a bypass/collection culvert system along Stearns Rd from Hillgrove to the proposed stormwater pond north of Stearns Road.
- **Northeast Regional Park-**Northeast Regional Park, a former orange grove, is an 80 acre multi-use sports complex with 11 fields for soccer, football and baseball, several basketball and racquetball courts, a dog park , a walking trail and park amenities. QGS is performing the clearing, mass grading, storm drainage, water and sanitary systems installation, construction of the roadways and parking areas onsite and the offsite **modification** of US 27 to incorporate turnlanes into the complex.
- **Fire Lane Clearing and Widening Services for Hillsborough County Properties-**Heavy brush mowing at several sites throughout the southern area of Hillsborough County (Blackwater Creek Preserve, Cypress Creek Nature Preserve, Balm-Boyette "East and "West" and Golden Aster Scrub). The treatment areas are 25' or 50' wide swaths along County preserve land boundaries or along existing fire lanes in a predominantly flatwoods land cover type.
- **Hi-Hat Ranch Pond A-Pond Rehabilitation** Including 232,500 SF of Articulating Concrete Block System, 19,000 CY of Fill, Erosion Control, Clearing and Grubbing, Grading, Tree Removal, Pond Bottom Leveling, Paving, Sodding & Seeding
- **New Tampa Nature Park-**New Park in Tampa consisting of a 1/2 mile entrance road, asphalt parking lot of 24 spaces, stormwater control elements, concrete walks, and a 1/2 mile asphalt trail including: Paving, Landscape, Survey, Concrete, and Maintenance of Traffic

Thomas H. Barnes

Vice President

- **University of South Florida Athletic Facilities-** Construction of 1 Synthetic Turf Football Practice Field, 2 Turf Football Practice Fields, 1 Baseball Stadium Field, 1 Softball Stadium Field, 1 Soccer Stadium Field, and 5 Rec Fields Including Demolition, Sitework, Utilities, Erosion Control, Fencing, Curbing, Paving, Striping, Irrigation, Natural Turf, and Synthetic Turf.
- **Lake Parker Pond K-Phase I** of 2 Natural Grass Soccer Fields including: Erosion Control, Clearing, Earthwork, Grading, Shell Pavement, Concrete, Concrete Paving, Sidewalk, Dumpster Pads, 10' Pedestrian Bridge, Signage, Striping, Sod, Sprigs, Stormwater, Sanitary Sewer, Potable Water, Lift Station, Directional Drilling, Drinking Fountain, Irrigation System, Pump, and Well.
- **Cypress Youth Sports Complex-Phase I** of 2 Natural Grass Soccer Fields including: Erosion Control, Clearing, Earthwork, Grading, Shell Pavement, Concrete, Concrete Paving, Sidewalk, Dumpster Pads, 10' Pedestrian Bridge, Signage, Striping, Sod, Sprigs, Stormwater, Sanitary Sewer, Potable Water, Lift Station, Directional Drilling, Drinking Fountain, Irrigation System, Pump, and Well.
- **FishHawk CDD II-Chapman Crossing Phase I & II-Residential Site Development** Including Clearing and Grubbing, Retention Ponds, Grading, Erosion Control, Stormwater, Sanitary Sewer, Potable Water, Sidewalks, Paving, Pavement Markings & Signage
- **FishHawk Ranch-Circa Crossing Drive Extension-Residential Site Development** Including Erosion Control, Grading, Stormwater, Sanitary Sewer, Potable Water, Sod, Seed & Mulch, Sidewalks, Paving, Pavement Markings, & Signage
- **FishHawk CDD II-Dorman Road-Residential Site Development** Including Maintenance of Traffic, Clearing and Grubbing, Grass and Mulch, Excavation, Soils Removal, Erosion Control, Pavement Markings and Signage, Paving, Sidewalks, Stormwater, Sanitary Sewer, Potable Water
- **FishHawk Nature Trail Crossing-**Relocation of Existing Post and Fence, Removing portions of an existing paved nature trail and driveway apron, regrading and widening of the east and west transition portions of the trail with its intersection with Boyette Road, replacement of pavement for the driveway apron, new concrete transition sections of the nature trail at its intersection with Boyette Road, installation of traffic control signs and pavement markings on the nature trail and on Boyette Road, the provisions of new conduit and connection for TECO-provided new roadway lighting, and flashing beacons on Boyette Road, Clearing, Nature Trail Crossing, Signing and Pavement Markings, Lighting, Existing Utility Lines
- **Inman Park-**Construction and alteration of man- made drainage features to retrofit the southwest Lake Gibson Basin for improved water quality including construction of sheet pile diversion structures, sedimentation pond, overflow structure and spreader swale, attenuation ponds, flow through marsh and overflow structures.
- **Dallas-Fort Worth VA National Cemetery Phase II Gravesite Expansion-**Expansion of a national cemetery: clearing, earthwork, drainage, water, sewer, irrigation, roads, signage, striping, curb, sidewalk, grassing, landscape, 15,000 crypts, 4,000 columbaria niches, 5,480 conventional gravesites and 1 committal shelter.
- **FishHawk Ranch Towncenter Phase 2C Modifications-**Streets, Drainage, Sanitary Sewer Collection System, and Water Distribution System
- **FishHawk Ranch Phase 2C Churchside Drive-**Replacing Intersection with Traffic Circle & Realignment of Traffic Lines. Demo sidewalks, curbing, pavement and underdrains, relocation and extension of water lines, sanitary sewer lines, manholes, relocation cable, electrical fixtures, streetlights, new underdrains
- **Telecom Parkway Extension at Southern Oaks-**Construction of approximately 1,350 LF of local roadway, infrastructure improvements, including approximately 850 LF of stormwater pipe, 690 LF of sanitary sewer pipe, and 1,100 LF of potable water, grading, sod, seed & mulch row, base, asphalt, curbing, sidewalk, pavement marking & signage
- **Hillsborough River State Park-**Demolition, earthwork, drainage, roads, signage, striping, grassing, landscape.
- **Lake Myrtle Sports Complex Phase 1B-8 Soccer Fields And Infrastructure** Including Clearing, Grading, Irrigation, Sod, Hard Cape, Landscape, Water, Sewer, and Storm Drainage
- **Jacksonville National Cemetery Phase 1A-Cemetery Expansion** Including Demolition, Clearing, Grading, Crypt Fields, Burial Fields, Cremation Fields, Paving, Curbing, Signage, Striping, Storm Drainage, Sod, Seed, Mulch, and Irrigation
- **Florida National Cemetery Phase 4B-Cemetery Expansion** Including Clearing, Hauling, Lane Expansion, Earthwork, Sidewalks, Bathrooms, Crypt Installation, Security Booths, Irrigation, Paving, Drainage, and Landscaping

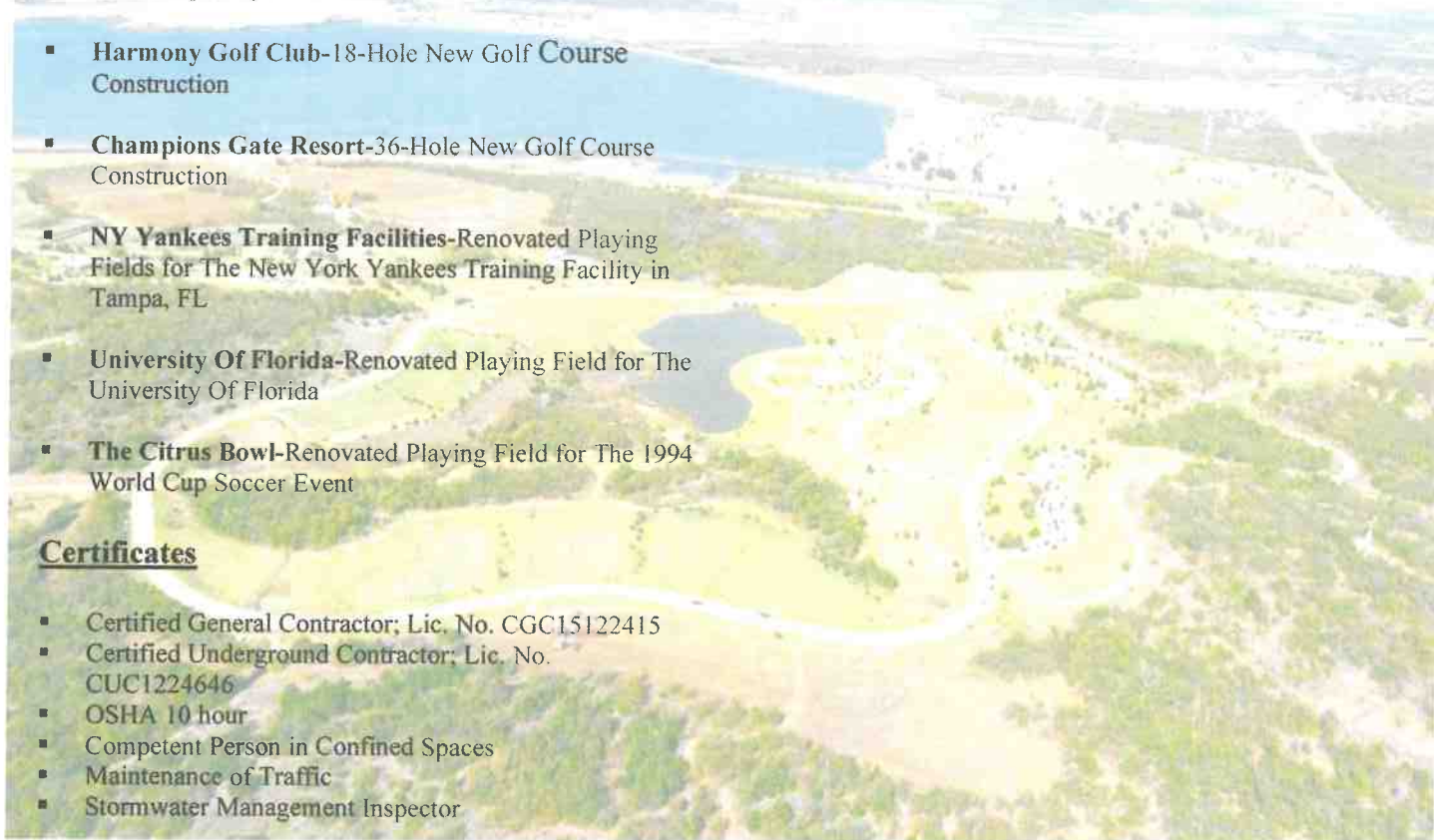
Thomas H. Barnes

Vice President

- **East Plant City Sewer Extension**-Installation of Master Lift Station, 5,000 LF Of 14" Sewer Force Main And Water Reuse Main, Clearing, Sanitary Sewer, Demolition, Asphalt, Curbing, and Recycled Water
- **Highland Lakes Reserve**-600 Acre Rural Housing Development Including Site Development, Roadways, Drainage, Ditches, Berms, and Earthwork
- **Southfork Village III**-300 Acre Subdivision Development Including Clearing, Grading, Streets, Paving, Storm Water, Sanitary Sewer, and Potable Water
- **Stonewood Subdivision**-50 Acre Subdivision Development Including Site Development, Clearing, Grading, Streets, Storm Water, Sanitary Sewer, and Potable Water
- **Founders Club**-18-Hole Golf Course Construction and 600 Acre Housing Development Including Clearing, Earthwork, Rough Grading All Features, USGA Construction, Drainage, Bunkers, Irrigation, Cart Paths
- **Floyd County Stadium**-New Field Construction for The Atlanta Braves 1A Division In Rome, GA.
- **Tampa Bay Reservoir**-900 Acre Wetland Mitigation for The Tampa Bay Water Resources
- **Harmony Golf Club**-18-Hole New Golf Course Construction
- **Champions Gate Resort**-36-Hole New Golf Course Construction
- **NY Yankees Training Facilities**-Renovated Playing Fields for The New York Yankees Training Facility in Tampa, FL
- **University Of Florida**-Renovated Playing Field for The University Of Florida
- **The Citrus Bowl**-Renovated Playing Field for The 1994 World Cup Soccer Event

Certificates

- Certified General Contractor; Lic. No. CGC15122415
- Certified Underground Contractor; Lic. No. CUC1224646
- OSHA 10 hour
- Competent Person in Confined Spaces
- Maintenance of Traffic
- Stormwater Management Inspector





Evaluation Criteria

Personnel Resumes

No. 2

Larry Woody, Assistant Vice President

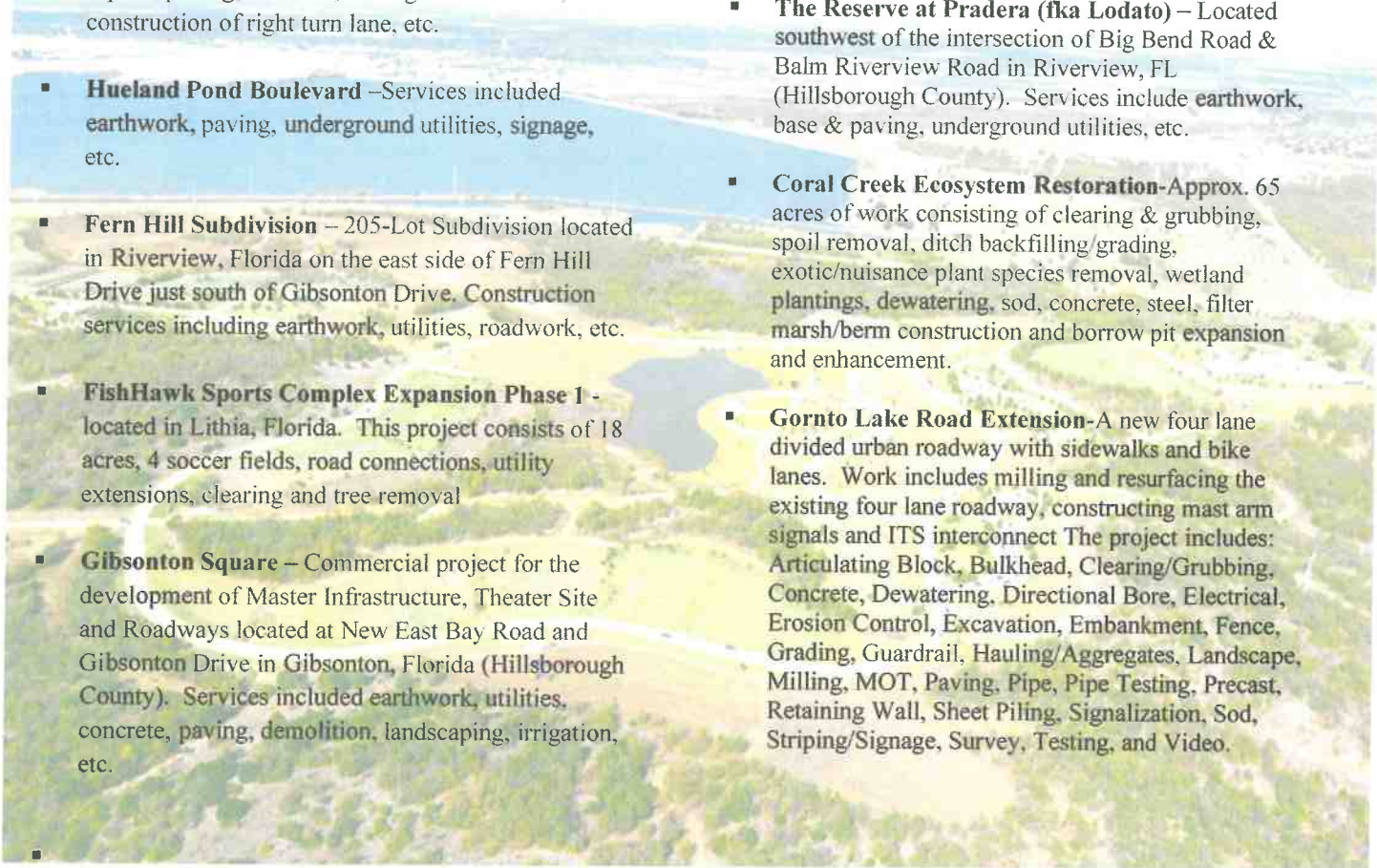
Larry Woody

Assistant Vice President

Mr. Woody has extensive experience in project management, supervision and construction. His activities include contract implementation, site development, construction scheduling, and quality control. Mr. Woody manages on site safety programs, OSHA compliance, subcontractor performance and personnel. He has Thirty-Six (38) years of construction experience including Twenty-Eight (28) years with QGS Development.

Previous Projects

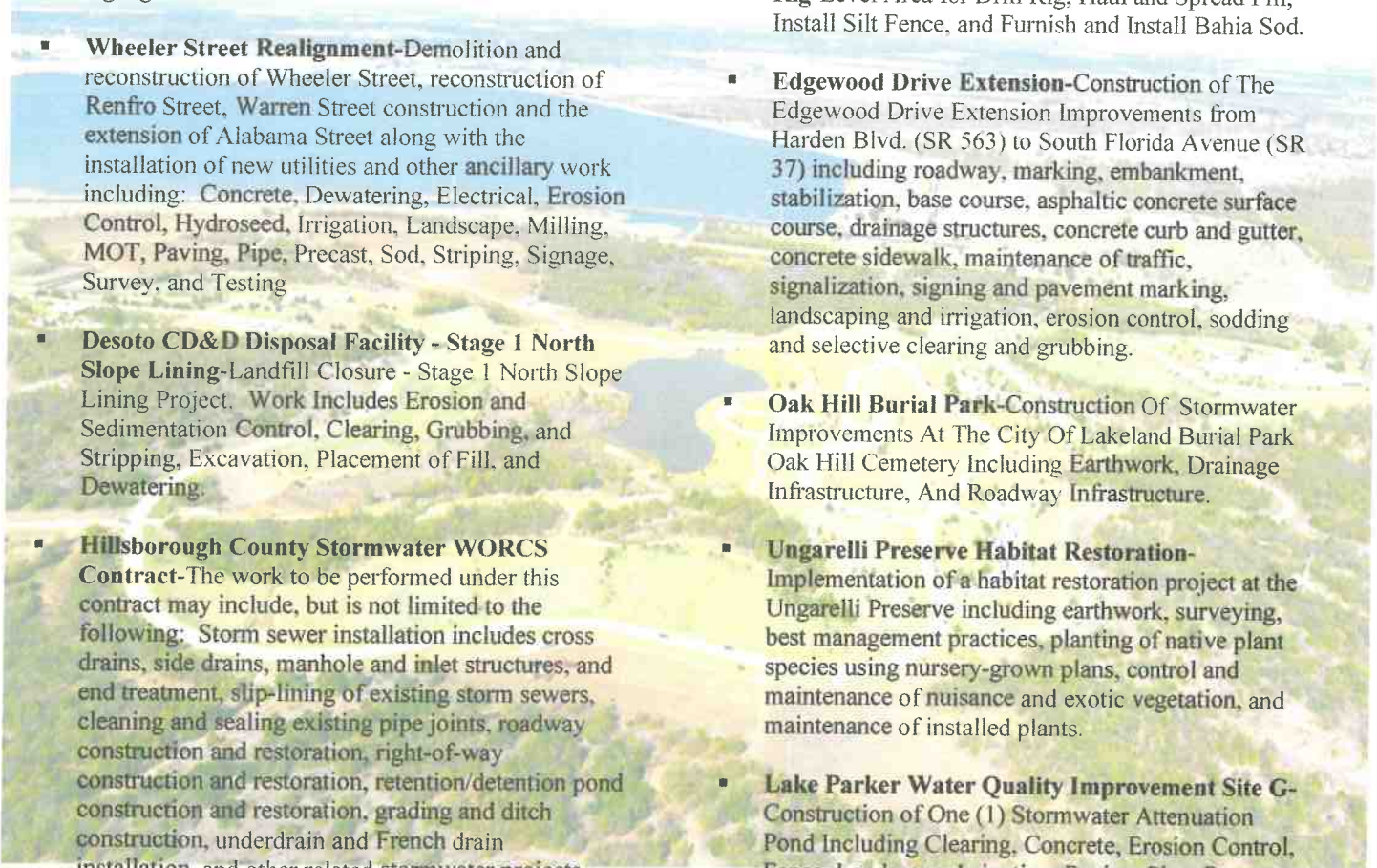
- **Bayberry Woods Subdivision** – Located east of U.S. Hwy. 41 South in Gibsonton, Florida. The project is for the development of a 38 single-family residential subdivision, consisting of approximately 9.46+ Acres. Services included earthwork, clearing, underground utilities, offsite force main, etc.
- **Park Creek Phase 3** – Located off U.S. Hwy. 301 and Tucker Jones Road in Riverview, Florida. The project was developed as a 94 lot residential single-family detached subdivision. Services include earthwork, stripping site of vegetation & grasses, asphalt paving, concrete, underground utilities, construction of right turn lane, etc.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.
- **Fern Hill Subdivision** – 205-Lot Subdivision located in Riverview, Florida on the east side of Fern Hill Drive just south of Gibsonton Drive. Construction services including earthwork, utilities, roadwork, etc.
- **FishHawk Sports Complex Expansion Phase 1** - located in Lithia, Florida. This project consists of 18 acres, 4 soccer fields, road connections, utility extensions, clearing and tree removal
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.
- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds, underground utilities, signage, etc. for a roads portion and a utilities portion for this project.
- **Wynmere East Phase 1:** Located at 11th Avenue NE and 18th Street NE in Ruskin, Florida (Hillsborough County). Services performed included earthwork, storm sewer, sanitary sewer, water distribution, paving, offsite improvements, etc.
- **The Reserve at Pradera (fka Lodato)** – Located southwest of the intersection of Big Bend Road & Balm Riverview Road in Riverview, FL (Hillsborough County). Services include earthwork, base & paving, underground utilities, etc.
- **Coral Creek Ecosystem Restoration**-Approx. 65 acres of work consisting of clearing & grubbing, spoil removal, ditch backfilling/grading, exotic/nuisance plant species removal, wetland plantings, dewatering, sod, concrete, steel, filter marsh/berm construction and borrow pit expansion and enhancement.
- **Gornito Lake Road Extension**-A new four lane divided urban roadway with sidewalks and bike lanes. Work includes milling and resurfacing the existing four lane roadway, constructing mast arm signals and ITS interconnect The project includes: Articulating Block, Bulkhead, Clearing/Grubbing, Concrete, Dewatering, Directional Bore, Electrical, Erosion Control, Excavation, Embankment, Fence, Grading, Guardrail, Hauling/Aggregates, Landscape, Milling, MOT, Paving, Pipe, Pipe Testing, Precast, Retaining Wall, Sheet Piling, Signalization, Sod, Striping/Signage, Survey, Testing, and Video.



Larry Woody

Assistant Vice President

- **Desoto CD&D Disposal Facility - Stage 2 Phase I Closure**-Landfill Closure - Stage 2 Phase I Closure Cap System, Borrow Pit Number 1 (Area 3) and Borrow Pit Number 2. Work Includes Erosion and Sedimentation Control, Clearing, Grubbing, Excavation, Placement of Fill, Pipe, Precast, Sod, Seed, and Dewatering.
- **Chancey Road**-The project includes a Roads Portion and a Utilities Portion, and the entire project consist of Earthwork, Paving, Drainage, Water, Sanitary Sewer, Reclaimed Water, Signing and Pavement Markings, and SR 581 FDOT Signalization, Signing and Pavement Markings
- **Union Park CDD Phases 1 and 2 and Oldswood Avenue**-Construction and installation of various infrastructure improvements from the existing terminus of Oldswood Avenue to the primary entrance of the Union Park development and also the public infrastructure for Phases 1 and 2, including paving, drainage, potable water, sanitary sewer, storm water management, clearing, concrete, erosion control, hydroseeding, landscape, lift station, MOT, pavers, railing, retaining wall, sod, striping, and signage.
- **Wheeler Street Realignment**-Demolition and reconstruction of Wheeler Street, reconstruction of Renfro Street, Warren Street construction and the extension of Alabama Street along with the installation of new utilities and other ancillary work including: Concrete, Dewatering, Electrical, Erosion Control, Hydroseed, Irrigation, Landscape, Milling, MOT, Paving, Pipe, Precast, Sod, Striping, Signage, Survey, and Testing
- **Desoto CD&D Disposal Facility - Stage 1 North Slope Lining**-Landfill Closure - Stage 1 North Slope Lining Project. Work Includes Erosion and Sedimentation Control, Clearing, Grubbing, and Stripping, Excavation, Placement of Fill, and Dewatering.
- **Hillsborough County Stormwater WORCS Contract**-The work to be performed under this contract may include, but is not limited to the following: Storm sewer installation includes cross drains, side drains, manhole and inlet structures, and end treatment, slip-lining of existing storm sewers, cleaning and sealing existing pipe joints, roadway construction and restoration, right-of-way construction and restoration, retention/detention pond construction and restoration, grading and ditch construction, underdrain and French drain installation, and other related stormwater projects.
- **East Pasco Class I Landfill - Infill Area Closure**-Construct the closure of the Infill Area at the East Pasco Class I Landfill including site preparation, fill and grade, gas management system, 40 mil LLDPE Cap Liner, geocomposite drainage net layer, cover material, stormwater management system, sodding, miscellaneous work and clean up.
- **MacDill Air Force Base Restoration Phase III**-The project involves land associated with the base golf course, a drainage can, a borrow pit/stormwater pond, and preserve areas. Restoration will involve stormwater treatment/polishing coupled with creation of a low salinity lagoon, tidal channels, creation of tidal marshes, estuarine wetland enhancement, and upland enhancement.
- **Terminal Parking Expansion at Lakeland Linder Regional Airport**-Construct A 6780 SY Asphalt Parking Expansion In The Terminal Parking Area And A 7490 SY Asphaltic Quick-Turn-Around Area Including Associated Demolition, Utilities And Drainage Installations In Both Areas.
- **Southeast County Landfill - Level Area for Drill Rig**-Level Area for Drill Rig, Haul and Spread Fill, Install Silt Fence, and Furnish and Install Bahia Sod.
- **Edgewood Drive Extension**-Construction of The Edgewood Drive Extension Improvements from Harden Blvd. (SR 563) to South Florida Avenue (SR 37) including roadway, marking, embankment, stabilization, base course, asphaltic concrete surface course, drainage structures, concrete curb and gutter, concrete sidewalk, maintenance of traffic, signalization, signing and pavement marking, landscaping and irrigation, erosion control, sodding and selective clearing and grubbing.
- **Oak Hill Burial Park**-Construction Of Stormwater Improvements At The City Of Lakeland Burial Park Oak Hill Cemetery Including Earthwork, Drainage Infrastructure, And Roadway Infrastructure.
- **Ungarelli Preserve Habitat Restoration**-Implementation of a habitat restoration project at the Ungarelli Preserve including earthwork, surveying, best management practices, planting of native plant species using nursery-grown plans, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.
- **Lake Parker Water Quality Improvement Site G**-Construction of One (1) Stormwater Attenuation Pond Including Clearing, Concrete, Erosion Control, Fence, Landscape, Irrigation, Paving, Pipe, Precast,

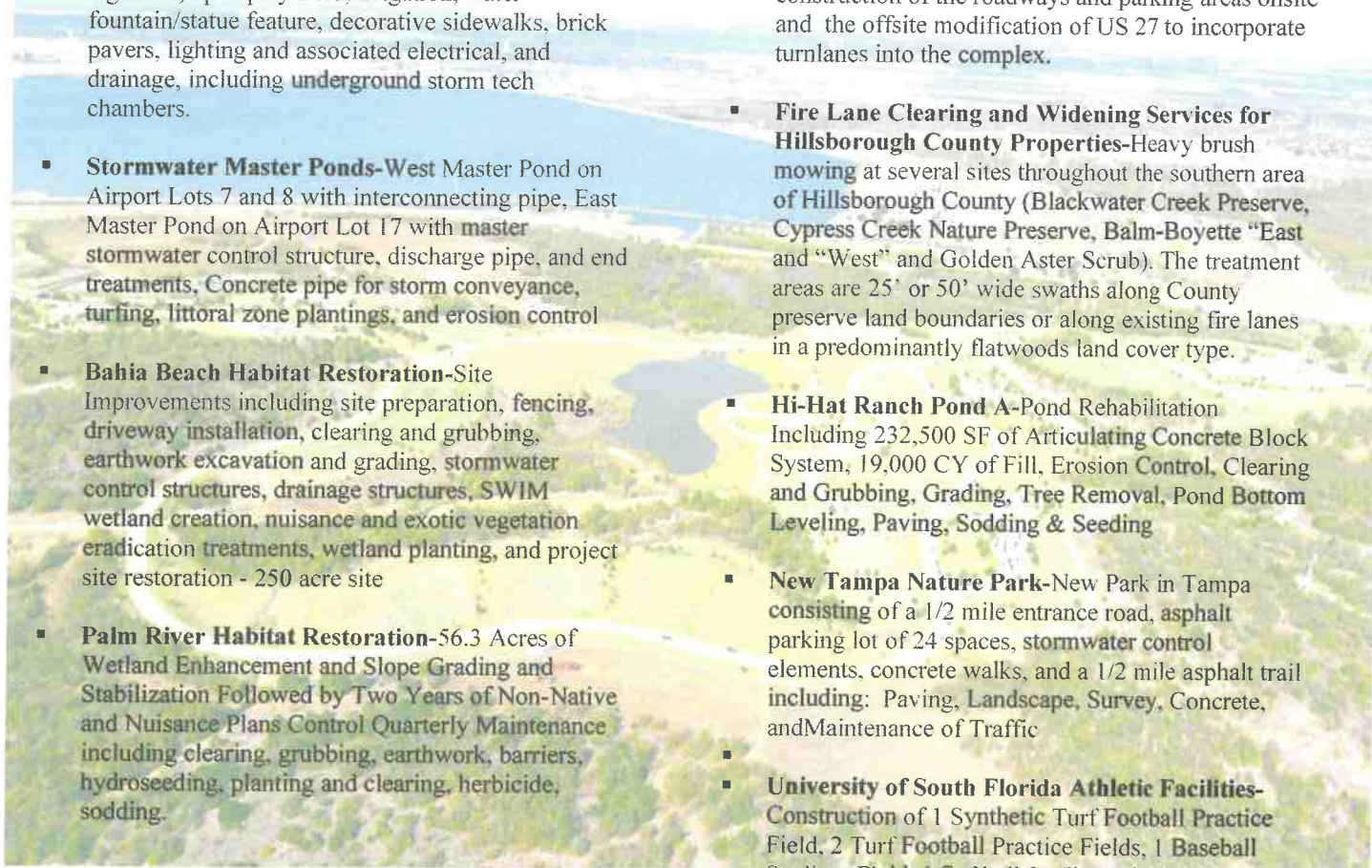


Larry Woody

Assistant Vice President

Pond Construction, Emergency Spillway, Type II Underdrain System, Outfall/Overflow Structure, North Cell Inflow, North/South Pond Connection, Southeast Inflow, and Sand Filter.

- **Lake Parker SW Basin Magnolia Retention Pond-** Altering A Pre 1984 Surface Water Management System Serving A Contributing Urbanized Drainage Subbasin Of Approximately Three (3) Acres To Lake Parker. The Drainage Improvements Consist Generally Of Constructing A Regional Retention Pond (Magnolia Retention Pond) With An Underdrain And Adjustable Control Structure To Improve The Water Quality Of Stormwater Entering Lake Parker. The work includes clearing, concrete, erosion control, irrigation, landscaping, paving, pipe, precast, sod, pond construction, stormwater dist. system, underdrain control structure, and discharge structure.
 - **Bushnell Park Improvements-**Demolition of an existing two story building and limerock parking lot, tree removal; construction of a new asphalt parking lot and associated asphalt parking around the park area, handicap ramps, signing and pavement marking, a gazebo, open play field, irrigation, water fountain/statue feature, decorative sidewalks, brick pavers, lighting and associated electrical, and drainage, including **underground** storm tech chambers.
 - **Stormwater Master Ponds-**West Master Pond on Airport Lots 7 and 8 with interconnecting pipe, East Master Pond on Airport Lot 17 with **master stormwater** control structure, discharge pipe, and end treatments, **Concrete pipe for storm conveyance, turfing, littoral zone plantings, and erosion control**
 - **Bahia Beach Habitat Restoration-**Site Improvements including site preparation, **fencing, driveway installation, clearing and grubbing, earthwork excavation and grading, stormwater control structures, drainage structures, SWIM wetland creation, nuisance and exotic vegetation eradication treatments, wetland planting, and project site restoration - 250 acre site**
 - **Palm River Habitat Restoration-**56.3 Acres of Wetland Enhancement and Slope Grading and Stabilization Followed by Two Years of Non-Native and Nuisance Plans Control Quarterly Maintenance including clearing, grubbing, earthwork, barriers, hydroseeding, planting and clearing, herbicide, sodding.
- **Southeast County Landfill Stormwater Improvements-**Construction improvements of stormwater ponds, including **earthwork**, the removal and installation of stormwater structures and piping, installation of spillways and other incidental items related with construction of the stormwater ponds.
- **Hillgrove & Stearns-**Construction of improvements to Hillgrove and Stearns Rd Drainage Improvements which include but are not limited to: Re-grade existing swales along a portion of Hillgrove Road to Stearns, construction of a crossdrain at the low point of the Road, and replacement of the existing outfall culverts at Stearns Road, construction of a smartbox and 1600 lf of a bypass/collection culvert system along Stearns Rd from Hillgrove to the proposed stormwater pond north of Stearns Road.
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- **New Tampa Nature Park-**New Park in Tampa consisting of a 1/2 mile entrance road, **asphalt parking lot of 24 spaces, stormwater control elements, concrete walks, and a 1/2 mile asphalt trail including: Paving, Landscape, Survey, Concrete, and Maintenance of Traffic**
- **University of South Florida Athletic Facilities-**Construction of 1 Synthetic Turf Football Practice Field, 2 Turf Football Practice Fields, 1 Baseball Stadium Field, 1 Softball Stadium Field, 1 Soccer



Larry Woody

Assistant Vice President

Stadium Field, and 5 Rec Fields Including Demolition, Sitework, Utilities, Erosion Control, fencing, Curbing, Paving, Striping, Irrigation, Natural Turf, and Synthetic Turf.

- **Lake Parker Pond K-Phase I** of 2 Natural Grass Soccer Fields including: Erosion Control, Clearing, Earthwork, Grading, Shell Pavement, Concrete, Concrete Paving, Sidewalk, Dumpster Pads, 10' Pedestrian Bridge, Signage, Striping, Sod, Sprigs, Stormwater, Sanitary Sewer, Potable Water, Lift Station, Directional Drilling, Drinking Fountain, Irrigation System, Pump, and Well.
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- **FishHawk CDD II-Chapman Crossing Phase I & II-Residential Site Development** Including Clearing and Grubbing, Retention Ponds, Grading, Erosion Control, Stormwater, Sanitary Sewer, Potable Water, Sidewalks, Paving, Pavement Markings & Signage
- **FishHawk Ranch-Circa Crossing Drive Extension-Residential Site Development** Including Erosion Control, Grading, Stormwater, Sanitary Sewer, Potable Water, Sod, Seed & Mulch, Sidewalks, Paving, Pavement Markings, & Signage
- **FishHawk CDD II-Dorman Road-Residential Site Development** Including Maintenance of Traffic, Clearing and Grubbing, Grass and Mulch, Excavation, Soils Removal, Erosion Control, Pavement Markings and Signage, Paving, Sidewalks, Stormwater, Sanitary Sewer, Potable Water
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- **Hillsborough River State Park-Demolition,** earthwork, drainage, roads, signage, striping, grassing, landscape.
- **Lake Myrtle Sports Complex Phase 1B-8 Soccer Fields And Infrastructure** Including Clearing, Grading, Irrigation, Sod, Hard Cape, Landscape, Water, Sewer, and Storm Drainage
- **Jacksonville National Cemetery Phase 1A-Cemetery Expansion** Including Demolition, Clearing, Grading, Crypt Fields, Burial Fields, Cremation Fields, Paving, Curbing, Signage, Striping, Storm Drainage, Sod, Seed, Mulch, and Irrigation



Larry Woody

Assistant Vice President

- **Florida National Cemetery Phase 4B-Cemetery** Expansion Including Clearing, Hauling, Lane Expansion, Earthwork, Sidewalks, Bathrooms, Crypt Installation, Security Booths, Irrigation, Paving, Drainage, and Landscaping
- **East Plant City Sewer Extension**-Installation of Master Lift Station, 5,000 LF Of 14" Sewer Force Main And Water Reuse Main, Clearing, Sanitary Sewer, Demolition, Asphalt, Curbing, and Recycled Water
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- **NY Yankees Training Facilities**-Renovated Playing Fields for The New York Yankees Training Facility in Tampa, FL
- **The Citrus Bowl**-Renovated Playing Field for The 1994 World Cup Soccer Event

Certificates

- OSHA 10 hour
- Competent Person for Excavation
- Maintenance of Traffic
- Stormwater Management Inspector





Evaluation Criteria

Personnel Resumes

No. 3

**Daniel Woody, Assistant Vice President/
Construction Manager**

Daniel Woody

Assistant Vice President/Construction Manager

Mr. Woody has 21 years of experience in construction management. Mr. Woody's responsibilities include management and coordination of the project, from initial bidding process, subcontractor bid analysis and negotiation, value engineering, critical path scheduling, issue resolution, and completion of the project. He is the liaison with owners, engineers and regulatory agencies. He oversees all Project Managers and helps in the coordination and control of submittals, RFIs and change orders, project-related reporting and management information systems, manages on-site safety programs, OSHA compliance, subcontractor performance and personnel.

Previous Projects

- **Bayberry Woods Subdivision** – Located east of U.S. Hwy. 41 South in Gibsonton, Florida. The project is for the development of a 38 single-family residential subdivision, consisting of approximately 9.46+ Acres. Services included earthwork, clearing, underground utilities, offsite force main, etc.
- **Park Creek Phase 3** – Located off U.S. Hwy. 301 and Tucker Jones Road in Riverview, Florida. The project was developed as a 94 lot residential single-family detached subdivision. Services include earthwork, stripping site of vegetation & grasses, asphalt paving, concrete, underground utilities, construction of right turn lane, etc.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.
- **Fern Hill Subdivision** – 205-Lot Subdivision located in Riverview, Florida on the east side of Fern Hill Drive just south of Gibsonton Drive. Construction services including earthwork, utilities, roadwork, etc.
- **FishHawk Sports Complex Expansion Phase 1** - located in Lithia, Florida. This project consists of 18 acres, 4 soccer fields, road connections, utility extensions, clearing and tree removal
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.
- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds, underground utilities, signage, etc. for a roads portion and a utilities portion for this project.
- **Wynnmere East Phase 1:** Located at 11th Avenue NE and 18th Street NE in Ruskin, Florida (Hillsborough County). Services performed included earthwork, storm sewer, sanitary sewer, water distribution, paving, offsite improvements, etc.
- **The Reserve at Pradera (fka Lodato)** – Located southwest of the intersection of Big Bend Road & Balm Riverview Road in Riverview, FL (Hillsborough County). Services include earthwork, base & paving, underground utilities, etc.
- **Coral Creek Ecosystem Restoration** – Located in Rotonda West, FL. Approx. 65 acres of work consisting of clearing & grubbing, soil removal, ditch backfilling/grading, exotic/nuisance plant species removal, wetland plantings, dewatering, sod, concrete, steel, filter marsh/berm construction and borrow pit expansion and enhancement.
- **The Estuary – Palm River Road Extension & Delaney Lake Intersection Improvements** – Located at 10th Ave. South & South Falkenburg Road

Daniel Woody

Assistant Vice President/Construction Manager

in Tampa, FL. Sitework included road extension, signalization and turn lane. Modifications including MOT, survey, erosion control, tree planting, demo of existing curb, sidewalk, storm sewer and storm structures, clearing & grubbing, import fill, sodding, seed, mulch, dewatering, deleterious soils removal, anchor block retaining wall w/handrail, paving, concrete sidewalk & curb, handrail, guardrail, striping & signage, pipe, precast, jack & bore.

- **Gornto Lake Road Extension** – Located in Brandon, FL. A new four lane divided urban roadway with sidewalks and bike lanes. Work includes milling and resurfacing the existing four lane roadway, constructing mast arm signals and ITS interconnect. The project includes: Articulating Block, Bulkhead, Clearing/Grubbing, Concrete, Dewatering, Directional Bore, Electrical, Erosion Control, Excavation, Embankment, Fence, Grading, Guardrail, Hauling/Aggregates, Landscape, Milling, MOT, Paving, Pipe, Pipe Testing, Precast, Retaining Wall, Sheet Piling, Signalization, Sod, Striping/Signage, Survey, Testing, and Video.

- **South County YMCA Phases 1 & 1A** – YMCA located at Bullfrog Creek Road and Old Big Bend Road in Apollo Beach, FL (Hillsborough Co.). Services consisted of clearing, grading, roads, utilities, construction of Bullfrog Creek Road (complete), jogging trail, etc.

- **Southeast County Landfill Drainage Improvements**– Construction improvements of stormwater ponds, including earthwork, the removal and installation of stormwater structures and piping, installation of spillways and other incidental items related with construction of the stormwater ponds.

- **Hillgrove and Stearns Drainage Improvements**– Construction of improvements to Hillgrove and Stearns Rd Drainage Improvements which include but are not limited to: Re-grade existing swales along a portion of Hillgrove Road to Stearns, construction of a crossdrain at the low point of the Road, and replacement of the existing outfall culverts at Stearns Road, construction of a smartbox and 1600 lf of a

bypass/collection culvert system along Stearns Rd from Hillgrove to the proposed stormwater pond north of Stearns Road

- **Lake Parker Pond K Drainage Improvements**– altering a Pre-1984 Surface Water Management System Serving a Contributing Urbanized Drainage Sub basin Of Approximately 153 Acres to Lake Parker. The Drainage Improvements Consist Generally Of Constructing a Regional Retention Pond (Pond K) With a Sand Filter to Improve the Water Quality of Storm water Entering Lake Parker Including: Earthwork, Excavation, Erosion and Turbidity Control, Stormwater Inflow System, Site Clearing, Demolition, Pond Construction, Landscaping, and Paving.

- **Churchside Drive Traffic Calming**– Replacing Intersection with Traffic Circle & Realignment of Traffic Lines. Demo sidewalks, curbing, pavement and underdrains, relocation and extension of water lines, sanitary sewer lines, manholes, relocation cable, electrical fixtures, streetlights, new underdrains

- **Chapman Crossing Phases 1 and 2**– Residential Site Development Including Clearing and Grubbing, Retention Ponds, Grading, Erosion Control, Stormwater, Sanitary Sewer, Potable Water, Sidewalks, Paving, Pavement Markings & Signage

- **Circa Crossing Street Extension**– Residential Site Development Including Erosion Control, Grading, Stormwater, Sanitary Sewer, Potable Water, Sod, Seed & Mulch, Sidewalks, Paving, Pavement Markings, & Signage

- **Lake Myrtle Sports Complex Phase 1B-8 Soccer Fields And Infrastructure** Including Clearing, Grading, Irrigation, Sod, Hard Cape, Landscape, Water, Sewer, and Storm Drainage

- **Jacksonville National Cemetery Phase 1A**– Cemetery Expansion Including Demolition, Clearing, Grading, Crypt Fields, Burial Fields, Cremation



Daniel Woody

Assistant Vice President/Construction Manager

Fields, Paving, Curbing, Signage, Striping, Storm Drainage, Sod, Seed, Mulch, and Irrigation

- **East Plant City Sewer Extension**-Installation Of Master Lift Station, 5,000 LF Of 14" Sewer Force Main And Water Reuse Main, Clearing, Sanitary Sewer, Demolition, Asphalt, Curbing, and Recycled Water
- **Normandy Shores**-Golf Course Renovation Including Clearing, Grading, Excavation, Drainage, Tee Construction, and Greens and Bunker Construction
- **Highland Lakes Reserve**-600 Acre Rural Housing Development Including Site Development, Roadways, Drainage, Ditches, Berms and Earthwork
- **Southfork Village III**-300 Acre Subdivision Development Including Clearing, Grading, Streets, Paving, Storm Water, Sanitary Sewer and Potable Water
- **Tampa Bay Reservoir**-900 Acre Wetland Mitigation for The Tampa Bay Water Resources
- **Coral Creek Club**-18-Hole New Golf Course Construction Including Clearing, Earthwork, Irrigation, US Construction, Drainage, Bunkers, and All Features and Cart Paths
- **Stonewood Subdivision**-50 Acre Subdivision Development Including Site Development, Clearing, Grading, Streets, Storm Water, Sanitary Sewer, and Potable Water





Evaluation Criteria

Personnel Resumes

No. 4

Andy Winningham, General Field Superintendent

Andy Wunningham

General Field Superintendent

Mr. Wunningham has 13 years of experience in construction management. Mr. Wunningham's responsibilities include management and coordination of all the clearing, excavation and mass grading crews. Mr. Wunningham manages, subcontractor bid analysis and negotiation, value engineering coordination and control of submittals, subcontractors, scheduling and delivering, project-related reporting and management information systems, manages on-site safety programs, OSHA compliance, subcontractor performance and personnel.

Previous Projects

- **Fern Hill Subdivision** – 205-Lot Subdivision located in Riverview, Florida on the east side of Fern Hill Drive just south of Gibsonton Drive. Construction services including earthwork, utilities, roadwork, etc.
- **FishHawk Sports Complex Expansion Phase 1** - located in Lithia, Florida. This project consists of 18 acres, 4 soccer fields, road connections, utility extensions, clearing and tree removal.
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.
- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds, underground utilities, signage, etc. for a roads portion and a utilities portion for this project.
- **Wynnmere East Phase 1:** Located at 11th Avenue NE and 18th Street NE in Ruskin, Florida (Hillsborough County). Services performed included earthwork, storm, sanitary sewer, water distribution, paving, offsite improvements, etc.
- **The Reserve at Pradera (fka Lodato)** – Located southwest of the intersection of Big Bend Road & Balm Riverview Road in Riverview, FL (Hillsborough County). Services include earthwork, base & paving, underground utilities, etc.
- **The Estuary – Palm River Road Extension & Delaney Lake Intersection Improvements** – Located at 10th Ave. South & South Falkenburg Road in Tampa, FL. Sitework included road extension, signalization and turn lane. Modifications including MOT, survey, erosion control, tree planting, demo of existing curb, sidewalk, storm sewer and storm structures, clearing & grubbing, import fill, sodding, seed, mulch, dewatering, deleterious soils removal, anchor block retaining wall w/handrail, paving,
- **Waterset Phase 3C and Collector Roads** – Located south of Big Bend Road (South of Apollo Beach Blvd.), east of U.S. Hwy. 41 in Apollo Beach, Florida. The scope of work for the subdivision and collector roads included sitework, grading, paving, concrete, underground utilities, etc.
- **Rego Palms (fka Rego Park)** – Located at Blackjack Road and Williams Road in Mango, Florida. This project was constructed for 158-unit townhomes on approximately 17.64 acres.
- **Little Harbor Phase 1A Townhomes** – This project was developed for an apartment complex consisting of 10 units on 2.56 acres. Services included earthwork, paving underground utilities, roadway, etc.
- **Park Creek Phase 3** – Located off U.S. Hwy. 301 and Tucker Jones Road in Riverview, Florida. The project was developed as a 94-lot residential single-family detached subdivision. Services include earthwork, stripping site of vegetation & grasses, asphalt paving, concrete, underground utilities, construction of right turn lane, etc.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.



Andy Winningham

General Field Superintendent

concrete sidewalk & curb, handrail, guardrail, striping & signage, pipe, precast, jack & bore.

- **Gornto Lake Road Extension** – Located in Brandon, FL. A new four lane divided urban roadway with sidewalks and bike lanes. Work includes milling and resurfacing the existing four lane roadway, constructing mast arm signals and ITS interconnect. The project includes: Articulating Block, Bulkhead, Clearing/Grubbing, Concrete, Dewatering, Directional Bore, Electrical, Erosion Control, Excavation, Embankment, Fence, Grading, Guardrail, Hauling/Aggregates, Landscape, Milling, MOT, Paving, Pipe, Pipe Testing, Precast, Retaining Wall, Sheet Piling, Signalization, Sod, Striping/Signage, Survey, Testing, and Video.
- **South County YMCA Phases 1 & 1A** – YMCA located at Bullfrog Creek Road and Old Big Bend Road in Apollo Beach, FL (Hillsborough Co.). Services consisted of clearing, grading, roads, utilities, construction of Bullfrog Creek Road (complete), jogging trail, etc.
- **Southeast County Landfill Drainage Improvements**- Construction improvements of stormwater ponds, including earthwork, the removal and installation of stormwater structures and piping, installation of spillways and other incidental items related with construction of the stormwater ponds.
- **Union Park CDD Phases 1, 2, 3 and Oldwoods Avenue** – Located in Tampa, FL. Work performed included: Construction and installation of various infrastructure improvements from the existing terminus of Oldwoods Avenue to the primary entrance of the Union Park development and also the public infrastructure for Phases 1 and 2, including paving, drainage, potable water, sanitary sewer, storm water management, clearing, concrete, erosion control, hydroseeding, landscape, lift station, MOT, pavers, railing, retaining wall, sod, striping, and signage.
- **Chancey Road Phase 1** - The project includes a Roads Portion and a Utilities Portion, and the entire project consists of Earthwork, Paving, Drainage, Water, Sanitary Sewer, Reclaimed Water, Signing and Pavement Markings, and SR 581 FDOT Signalization, Signing and Pavement Markings.
- **Edgewood Drive Extension** - Construction of The Edgewood Drive Extension Improvements from Harden Blvd. (SR 563) to South Florida Avenue (SR 37) including roadway, marking, embankment, stabilization, base course, asphaltic concrete surface course, drainage structures, concrete curb and gutter, concrete sidewalk, maintenance of traffic, signalization, signing and pavement marking, landscaping and irrigation, erosion control, sodding and selective clearing and grubbing.
- **University of South Florida Athletic Facilities**- Construction of 1 Synthetic Turf Football Practice Field, 2 Turf Football Practice Fields, 1 Baseball Stadium Field, 1 Softball Stadium Field, 1 Soccer Stadium Field, and 5 Rec Fields Including Demolition, Sitework, Utilities, Erosion Control, Fencing, Curbing, Paving, Striping, Irrigation, Natural Turf, and Synthetic Turf
- **Northeast Regional Park** - Northeast Regional Park, a former orange grove, is an 80 acre multi-use sports complex with 11 fields for soccer, football and baseball, several basketball and racquetball courts, a dog park, a walking trail and park amenities. QGS is performing the clearing, mass grading, storm drainage, water and sanitary systems installation, construction of the roadways and parking areas onsite and the offsite modification of US 27 to incorporate turn lanes into the complex
- **Telecom Parkway Extension** - Construction of approximately 1,350 LF of local roadway, infrastructure improvements, including approximately 850 LF of stormwater pipe, 690 LF of sanitary sewer pipe, and 1,100 LF of potable water, grading, sod, seed & mulch row, base, asphalt, curbing, sidewalk, pavement marking & signage
- **Hillsborough River State Park** - Stormwater management and water quality improvements
- **Florida National Cemetery Phase 4B** - Cemetery Expansion Including Clearing, Hauling, Lane Expansion, Earthwork, Sidewalks, Bathrooms, Crypt



Andy Wunningham General Field Superintendent

Installation, Security Booths, Irrigation, Paving,
Drainage, and Landscaping

- **East Plant City Sewer Extension** - Installation Of Master Lift Station, 5,000 LF Of 14" Sewer Force Main And Water Reuse Main, Clearing, Sanitary Sewer, Demolition, Asphalt, Curbing, and Recycled Water
- **Highland Lakes Reserve-600 Acre Rural Housing Development** Including Site Development, Roadways, Drainage, Ditches, Berms, and Earthwork

Certificates:

- Competent Person for Excavation
- FDOT Maintenance of Traffic Intermediate
- OSHA 10-Hour
- Trench Safety





Evaluation Criteria

Personnel Resumes

No. 5

Mark Lofley, Project Manager

Mark Lofley

Project Manager (Formerly Pipe / Utility Superintendent)

Mr. Lofley has 16 years of experience in construction. Recently promoted to Project Manager. Mr. Lofley responsibilities include the overall supervision of our utility crews. Mr. Lofley acts as a field representative for the Contractor. Mr. Lofley manages subcontractor bid analysis and negotiation, value engineering coordination and control of submittals, material scheduling and delivering, project-related reporting and management information systems, manages on-site safety programs, OSHA compliance, subcontractor performance and personnel.

Previous Projects

- **Hidden Creek – Forest Brooke Collector Road, Phase 1 and Lift Station; Phase 2, Phase 3 and Collector Road Extension** – Services included clearing, grubbing, paving, underground utilities, etc.
- **Summerfield Crossing Center (Summerfield Commerce Center)** – Global Site and Fairway Meadow Drive - Scope of work includes earthwork, paving, storm drainage, sanitary sewer, potable water, etc.
- **Enclave at Channing Park (Allen Property/ Dorman Road Turn Lane)** – scope of work includes clearing, grubbing, demo, earthwork, roadway, etc.
- **Brandon Gateway Medical Center** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.
- **Hillsborough County Tournament Sports Complex (aka Countywide Soccer Complex)** – The new Sports Complex site is located on the north side of Columbus Drive, between U.S. Hwy. 301 and Falkenburg Road in Tampa, FL. The scope of work includes, but is not limited to, fifteen (15) multi-purpose fields together with associated on-site and off-site improvements such as earthwork, access drives, turn lane, parking, utilities (service and distribution), storm drainage system, landscaping, irrigation and sidewalks. The work includes the provision of building pads and infrastructure for a concession building and a maintenance building.
- **Orient Road Subdivision** – This project is located at 6401 Orient Road in Tampa, Florida. The project is for a residential multi-use development consisting of Townhomes (38 units) and single-family lots (15 lots). The scope of work consists of earthwork, paving, storm drainage, sanitary sewer, water, etc.
- **Tower Dairy Offsite Improvements** – This project is located at Camden Field Parkway and 78th Street in Tampa, Florida (Palm River Area). The scope of work consists of earthwork, construction of new roads, paving, storm drainage, sanitary sewer, water, signalization, etc.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.
- **Fern Hill Subdivision** – 205-Lot Subdivision located in Riverview, Florida on the east side of Fern Hill Drive just south of Gibsonton Drive. Construction services including earthwork, utilities, roadwork, etc.
- **FishHawk Sports Complex Expansion Phase 1** - located in Lithia, Florida. This project consists of 18 acres, 4 soccer fields, road connections, utility extensions, clearing and tree removal
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.
- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds,



Mark Lofley

Project Manager (Formerly Pipe / Utility Superintendent)

underground utilities, signage, etc. for a roads portion and a utilities portion for this project.

- **Wynnmere East Phase 1:** Located at 11th Avenue NE and 18th Street NE in Ruskin, Florida (Hillsborough County). Services performed included earthwork, storm sewer, sanitary sewer, water distribution, paving, offsite improvements, etc.
- **The Reserve at Pradera (fka Lodato)** – Located southwest of the intersection of Big Bend Road & Balm Riverview Road in Riverview, FL (Hillsborough County). Services include earthwork, base & paving, underground utilities, etc.
- **The Estuary – Palm River Road Extension & Delaney Lake Intersection Improvements** – Located at 10th Ave. South & South Falkenburg Road in Tampa, FL. Sitework included road extension, signalization and turn lane. Modifications including MOT, survey, erosion control, tree planting, demo of existing curb, sidewalk, storm sewer and storm structures, clearing & grubbing, import fill, sodding, seed, mulch, **dewatering**, deleterious soils removal, anchor block retaining wall w/handrail, paving, **concrete sidewalk & curb, handrail, guardrail, striping & signage, pipe, precast, jack & bore.**
- **Gornton Lake Road Extension** – Located in Brandon, FL. A new four lane divided urban roadway with **sidewalks** and bike lanes. Work includes milling and resurfacing the existing four lane roadway, constructing mast arm **signals** and ITS interconnect. The project includes: Articulating Block, Bulkhead, **Clearing/Grubbing, Concrete, Dewatering, Directional Bore, Electrical, Erosion Control, Excavation, Embankment, Fence, Grading, Guardrail, Hauling/Aggregates, Landscape, Milling, MOT, Paving, Pipe, Pipe Testing, Precast, Retaining Wall, Sheet Piling, Signalization, Sod, Striping/Signage, Survey, Testing, and Video.**
- **South County YMCA Phases 1 & 1A** – YMCA located at Bullfrog Creek Road and Old Big Bend Road in Apollo Beach, FL (Hillsborough Co.). Services consisted of clearing, **grading, roads, utilities, construction of Bullfrog Creek Road (complete), jogging trail, etc.**
- **Hillgrove and Stearns Drainage Improvements**– Construction of improvements to Hillgrove and Stearns Rd Drainage Improvements which include but are not limited to: Re-grade existing swales along a portion of Hillgrove Road to Stearns, construction of a crossdrain at the low point of the Road, and replacement of the existing outfall culverts at Stearns Road, construction of a smartbox and 1600 lf of a bypass/collection culvert system along Stearns Rd from Hillgrove to the proposed stormwater pond north of Stearns Road
- **Churchside Drive Traffic Calming**–Replacing Intersection with Traffic Circle & Realignment of Traffic Lines. Demo sidewalks, curbing, pavement and underdrains, relocation and extension of water lines, sanitary sewer lines, manholes, relocation cable, electrical fixtures, streetlights, new underdrains
- **Chapman Crossing Phases 1 and 2**–Residential Site Development Including Clearing and Grubbing, Retention Ponds, Grading, Erosion Control, Stormwater, Sanitary Sewer, Potable Water, **Sidewalks, Paving, Pavement Markings & Signage**
- **Circa Crossing Street Extension**–Residential Site Development Including Erosion Control, **Grading, Stormwater, Sanitary Sewer, Potable Water, Sod, Seed & Mulch, Sidewalks, Paving, Pavement Markings, & Signage**
- **Lake Myrtle Sports Complex Phase 1B-8 Soccer Fields And Infrastructure** Including Clearing, Grading, Irrigation, Sod, Hard Cape, Landscape, Water, Sewer, and Storm Drainage
- **Jacksonville National Cemetery Phase 1A**– Cemetery Expansion Including Demolition, Clearing, Grading, Crypt Fields, Burial Fields, Cremation Fields, Paving, Curbing, **Signage, Striping, Storm Drainage, Sod, Seed, Mulch, and Irrigation**
- **Florida National Cemetery Phase 4B**–Cemetery Expansion Including Clearing, Hauling, Lane Expansion, Earthwork, **Sidewalks, Bathrooms, Crypt**



Mark Lofley

Project Manager (Formerly Pipe / Utility Superintendent)

Installation, Security Booths, Irrigation, Paving, Drainage, and Landscaping.

- **East Plant City Sewer Extension**-Installation of Master Lift Station, 5,000 LF Of 14" Sewer Force Main And Water Reuse Main, Clearing, Sanitary Sewer, Demolition, Asphalt, Curbing, and Recycled Water
- **Highland Lakes Reserve**-600 Acre Rural Housing Development Including Site Development, Roadways, Drainage, Ditches, Berms, and Earthwork including paving, drainage, potable water, sanitary sewer and storm water management. Phase 2 added.
- **Country Club East**-18-Hole Championship Golf Course with three hole practice range and features
- **Hillsborough River State Park**-Stormwater management and water quality improvements.
- **Lago Mar**-18-Hole Golf Course Renovation including Tees, Irrigation, USGA Greens
- **AutoZone #4805**-Clearing, Grading, Streets, Stormwater, Sanitary Sewer, Potable Water
- **AutoZone #3825**-Clearing, Grading, Streets, Stormwater, Sanitary Sewer, Potable Water
- **Saddle Creek CDD**-Force Main Storm Installation
- **Northeast Regional Park**-80 Acre multi-use Sports Complex with 11 fields for soccer, football and baseball, several basketball and racquetball courts, a dog park, walking trail and park amenities
- **Cypress Youth Sports Complex**- Natural grass soccer fields including clearing, earthwork, grading, shell pavement, concrete, sidewalk, 10' pedestrian bridge, etc.

Certificates

- Competent Person for Excavation
- Maintenance of Traffic-Intermediate
- OSHA 10 Hour
- CPR





Evaluation Criteria

Personnel Resumes

No. 6

Mark Sifford, Project Manager

Mark Sifford

Project Manager

Mr. Sifford has Twenty-Seven (27) years of experience in construction management.

Mr. Sifford joined QGS Development, Inc. in April, 2016 his responsibilities include, but are not limited to, the following:

- Provide Contract Management
- Provide Coordination and scheduling with Subcontractors or Owner provided services (i.e., Survey and/or testing contractors) to ensure timely results.
- Coordinate and schedule with local governmental agencies to ensure proper progression of the work.
- Provide daily client and staff support as required to ensure deadlines and commitments are met.

- **Rego Palms (fka Rego Park)** – Located at Blackjack Road and Williams Road in Mango, Florida. This project was constructed for 158-unit townhomes on approximately 17.64 acres.
- **The Ridge at Wiregrass Phase 2 and Mass Grading of Phase 3** – Located east of Bruce B. Downs Blvd., north of C.R. 579 and south of Hwy. 54 in Wesley Chapel, Florida. Services included MOT, demo, erosion control, clearing, earthwork, paving, striping, signage, concrete, underground utilities, offsite, etc.
- **Greco Property – Esplanade of Tampa phases 2A & 2B** – Located south of E. County Line Road, west of Bruce B. Downs Blvd. in Wesley Chapel, FL (Pasco County). Single family subdivision development with scope of work to include earthwork, paving, underground utilities, etc.
- **Oak Creek – Falkenburg Road Extension** – Located south of Progress Blvd., east of 78th Street (Clair Mel City) in Tampa, FL (Hillsborough County). Extension of Falkenburg Road with scope of work to include earthwork, construction of 27th Street right turn lane (south), paving, water drainage, etc.

Previous Employment:

- 2013 – 2016: **Devco Construction Management** – Title: Vice President
- 2003 – 2013: **Devco Development LLC** – Title: Vice President
- 2000 – 2003: **Devco Development LLC** – Title: Vice President of Operations
- 1999 – 2000: **Meadow Pointe CDD** – Title: Vice President

- **Wiregrass Reverse Frontage Roads A, B, C, & D** – Located at S. R. 56 in Wesley Chapel, FL (Pasco County). Scope of work consists of earthwork, paving, drainage and utility improvements west of Wiregrass Ranch Blvd.
- **Cypress Creek Town Center North Infrastructure Improvements (East Extension)** – Located at the northeast corner of S.R. 56 & C.R. 54, west of I-75, and east of Cypress Creek Road in Wesley Chapel, FL (Pasco County). Development of Retail Parcel and a Restaurant Parcel with the scope of work including of paving, concrete, underground utilities, etc.

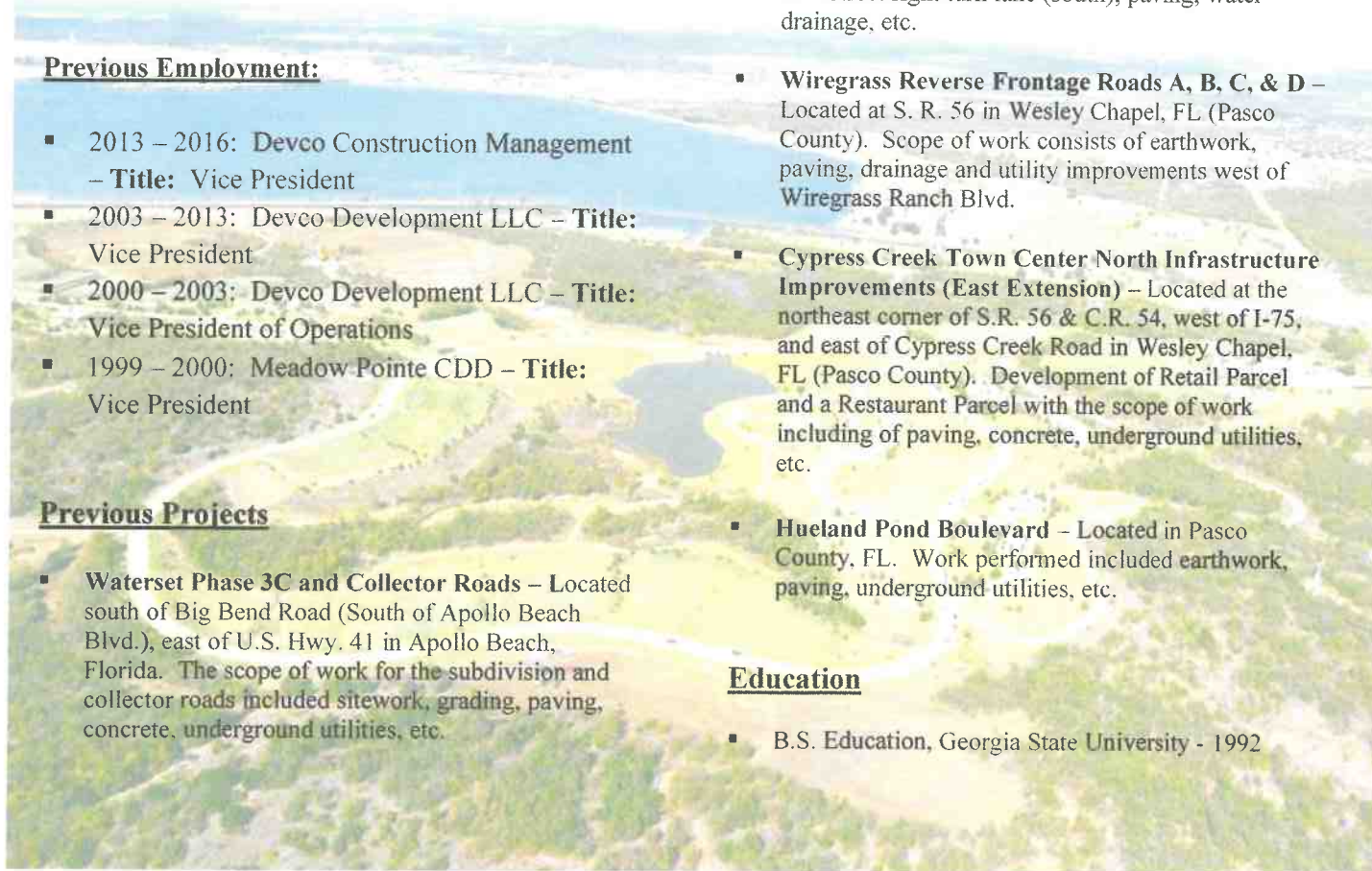
Previous Projects

- **Waterset Phase 3C and Collector Roads** – Located south of Big Bend Road (South of Apollo Beach Blvd.), east of U.S. Hwy. 41 in Apollo Beach, Florida. The scope of work for the subdivision and collector roads included sitework, grading, paving, concrete, underground utilities, etc.

- **Hueland Pond Boulevard** – Located in Pasco County, FL. Work performed included earthwork, paving, underground utilities, etc.

Education

- B.S. Education, Georgia State University - 1992





Evaluation Criteria

Personnel Resumes

No. 7

Mike Glawson, Pipe Superintendent

Mike Glawson

Pipe Superintendent

Mr. Glawson has 22 years of experience in construction. Mr. Glawson joined QGS Development, Inc. in July, 2017 and his responsibilities include planning and coordinating the job sites, as needed, for the pipe and punch-out crew. He previously worked as a pipe foreman for over 19 years.

Projects (Completed and Current):

- **Hidden Creek – Forest Brooke Collector Road, Phase 1 and Lift Station; Phase 2, Phase 3 and Collector Road Extension** – Services included clearing, grubbing, paving, underground utilities, etc.

- **Summerfield Crossing Center (Summerfield Commerce Center)** – Global Site and Fairway Meadow Drive - Scope of work includes earthwork, paving, storm drainage, sanitary sewer, potable water, etc.

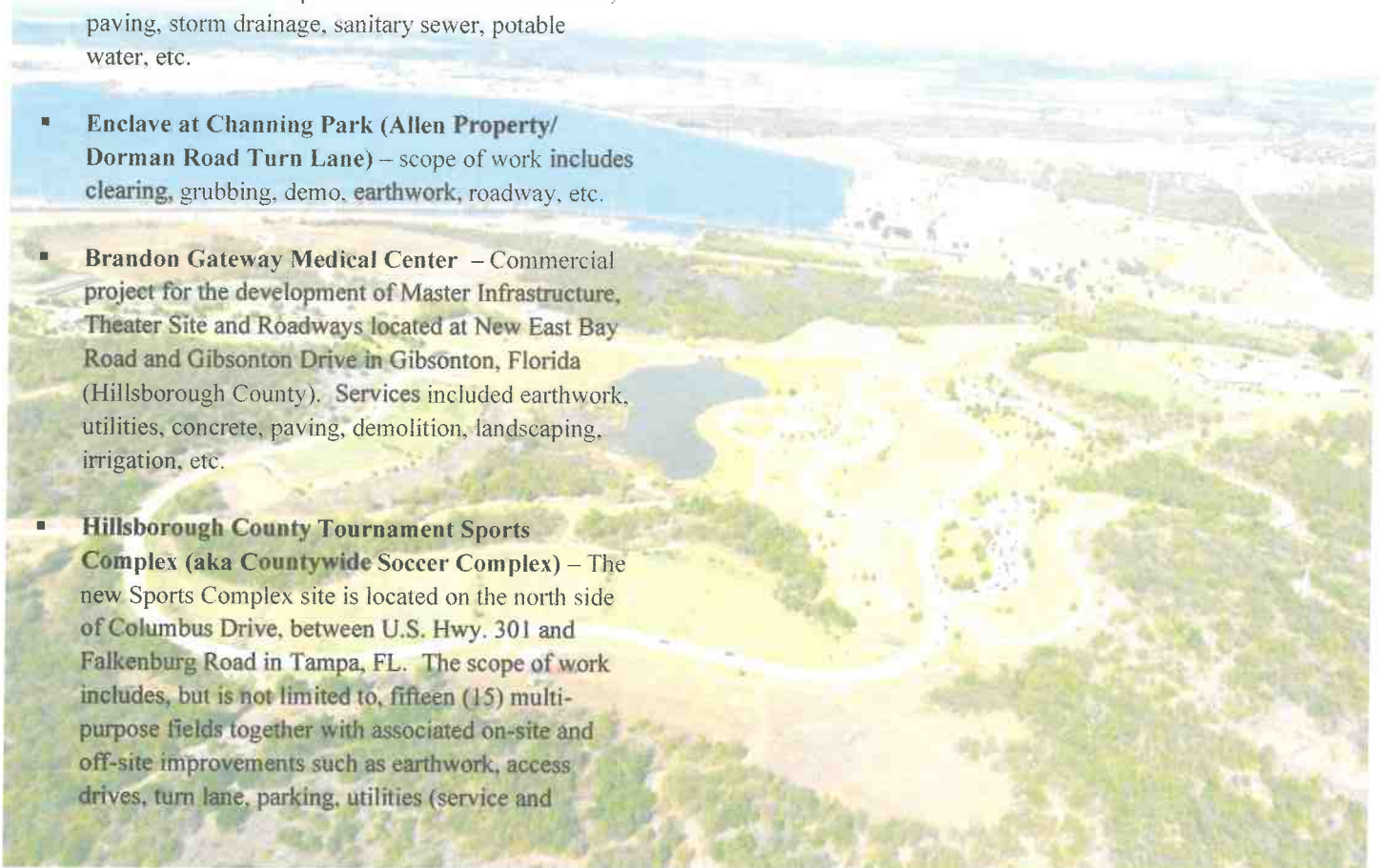
- **Enclave at Channing Park (Allen Property/ Dorman Road Turn Lane)** – scope of work includes clearing, grubbing, demo, earthwork, roadway, etc.

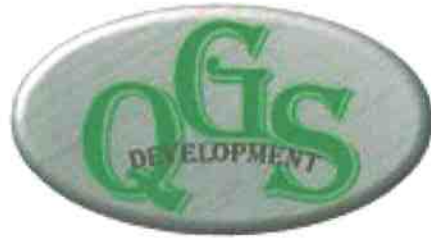
- **Brandon Gateway Medical Center** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.

- **Hillsborough County Tournament Sports Complex (aka Countywide Soccer Complex)** – The new Sports Complex site is located on the north side of Columbus Drive, between U.S. Hwy. 301 and Falkenburg Road in Tampa, FL. The scope of work includes, but is not limited to, fifteen (15) multi-purpose fields together with associated on-site and off-site improvements such as earthwork, access drives, turn lane, parking, utilities (service and

distribution), storm drainage system, landscaping, irrigation and sidewalks. The work includes the provision of building pads and infrastructure for a concession building and a maintenance building.

- **Orient Road Subdivision** – This project is located at 6401 Orient Road in Tampa, Florida. The project is for a residential multi-use development consisting of Townhomes (38 units) and single-family lots (15 lots). The scope of work consists of earthwork, paving, storm drainage, sanitary sewer, water, etc.
- **Tower Dairy Offsite Improvements** – This project is located at Camden Field Parkway and 78th Street in Tampa, Florida (Palm River Area). The scope of work consists of earthwork, construction of new roads, paving, storm drainage, sanitary sewer, water, signalization, etc.





Evaluation Criteria

Personnel Resumes

No. 8

Jordan Haranda, Pipe Superintendent

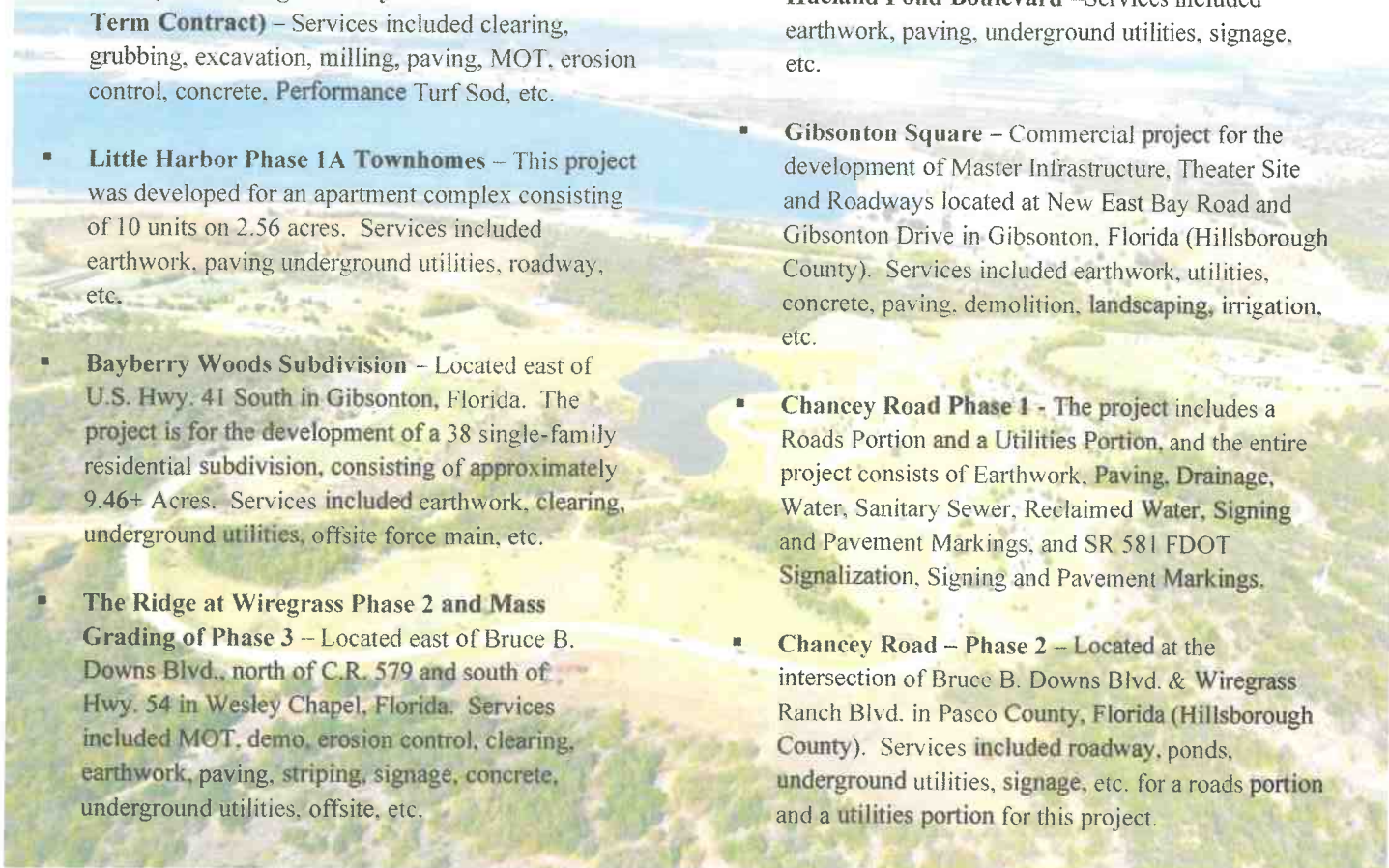
Jordan Haranda

Pipe Superintendent

Mr. Haranda has 8 years of experience at QGS Development, Inc. His responsibilities include planning and coordinating job sites as needed for the pipe and punch-out crew.

Previous Projects

- **Waterset Phase 3C and Collector Roads** – Located south of Big Bend Road (South of Apollo Beach Blvd.), east of U.S. Hwy. 41 in Apollo Beach, Florida. The scope of work for the subdivision and collector roads included sitework, grading, paving, concrete, underground utilities, etc.
- **Rego Palms (fka Rego Park)** – Located at Blackjack Road and Williams Road in Mango, Florida. This project was constructed for 158-unit townhomes on approximately 17.64 acres.
- **East Diana Street – New Nuccio Area Community Park (Hillsborough County Stormwater WORCS Term Contract)** – Services included clearing, grubbing, excavation, milling, paving, MOT, erosion control, concrete, **Performance Turf Sod**, etc.
- **Little Harbor Phase 1A Townhomes** – This project was developed for an apartment complex consisting of 10 units on 2.56 acres. Services included earthwork, paving underground utilities, roadway, etc.
- **Bayberry Woods Subdivision** – Located east of U.S. Hwy. 41 South in Gibsonton, Florida. The project is for the development of a 38 single-family residential subdivision, consisting of approximately 9.46+ Acres. Services included earthwork, clearing, underground utilities, offsite force main, etc.
- **The Ridge at Wiregrass Phase 2 and Mass Grading of Phase 3** – Located east of Bruce B. Downs Blvd., north of C.R. 579 and south of Hwy. 54 in Wesley Chapel, Florida. Services included MOT, demo, erosion control, clearing, earthwork, paving, striping, signage, concrete, underground utilities, offsite, etc.
- **Port Redwing Improvements Phase IV – Rail Line** – Located at Port Redwing in Tampa, Florida. The project was for the construction of 17,00 LF of new railroad track. Services included MOT, clearing & grubbing, excavation, railroad subgrade embankment, storm drainage, MSE retaining wall, removal of unsuitable material, etc.
- **Union Park CDD Phases 1, 2, 3 and Oldwoods Avenue** – Located near the Morris Bridge Road and Camerton Road intersection in Wesley Chapel, Florida. Work performed included: Construction and installation of various infrastructure improvements from the existing terminus of Oldwoods Avenue to the primary entrance of the Union Park development and also the public infrastructure for Phases 1 and 2, including paving, drainage, potable water, sanitary sewer, storm water management, clearing, concrete, erosion control, hydroseeding, landscape, lift station, MOT, pavers, railing, retaining wall, sod, striping, and signage.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, **landscaping**, irrigation, etc.
- **Chancey Road Phase 1** - The project includes a Roads Portion and a Utilities Portion, and the entire project consists of Earthwork, Paving, Drainage, Water, Sanitary Sewer, Reclaimed Water, Signage and Pavement Markings, and SR 581 FDOT Signalization, Signage and Pavement Markings.
- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds, underground utilities, signage, etc. for a roads portion and a utilities portion for this project.



Jordan Haranda

Pipe Superintendent

- **The Reserve at Pradera (fka Lodato)** – Located southwest of the intersection of Big Bend Road & Balm Riverview Road in Riverview, FL (Hillsborough County). Services include earthwork, base & paving, underground utilities, etc.
- **Gornto Lake Road Extension** – Located in Brandon, FL. A new four lane divided urban roadway with sidewalks and bike lanes. Work includes milling and resurfacing the existing four lane roadway, constructing mast arm signals and ITS interconnect. The project includes: Articulating Block, Bulkhead, Clearing/Grubbing, Concrete, Dewatering, Directional Bore, Electrical, Erosion Control, Excavation, Embankment, Fence, Grading, Guardrail, Hauling/Aggregates, Landscape, Milling, MOT, Paving, Pipe, Pipe Testing, Precast, Retaining Wall, Sheet Piling, Signalization, Sod, Striping/Signage, Survey, Testing, and Video.
- **Union Park CDD Phases 1, 2, 3 and Oldwoods Avenue** – Located in Tampa, FL. Work performed included: Construction and installation of various infrastructure **improvements** from the existing terminus of Oldwoods Avenue to the primary entrance of the Union Park development and also the public infrastructure for Phases 1 and 2, including paving, **drainage, potable** water, sanitary sewer, storm water management, clearing, concrete, erosion control, hydroseeding, landscape, lift station, MOT, pavers, railing, retaining wall, sod, striping, and signage.
- **Northeast Regional Park** - 80 Acre multi-use Sports Complex with 11 fields for soccer, football and baseball, several basketball and racquetball courts, a dog park, walking trail and park amenities.
- **Edgewood Drive Extension** - Construction of The Edgewood Drive Extension Improvements from Harden Blvd. (SR 563) to South Florida Avenue (SR 37) including roadway, marking, embankment, stabilization, base course, asphaltic concrete surface course, drainage structures, concrete curb and gutter, concrete sidewalk, maintenance of traffic, signalization, signing and pavement marking, landscaping and irrigation, erosion control, sodding and selective clearing and grubbing





Evaluation Criteria

Personnel Resumes

No. 9

Matt Meek, Close-Out Superintendent

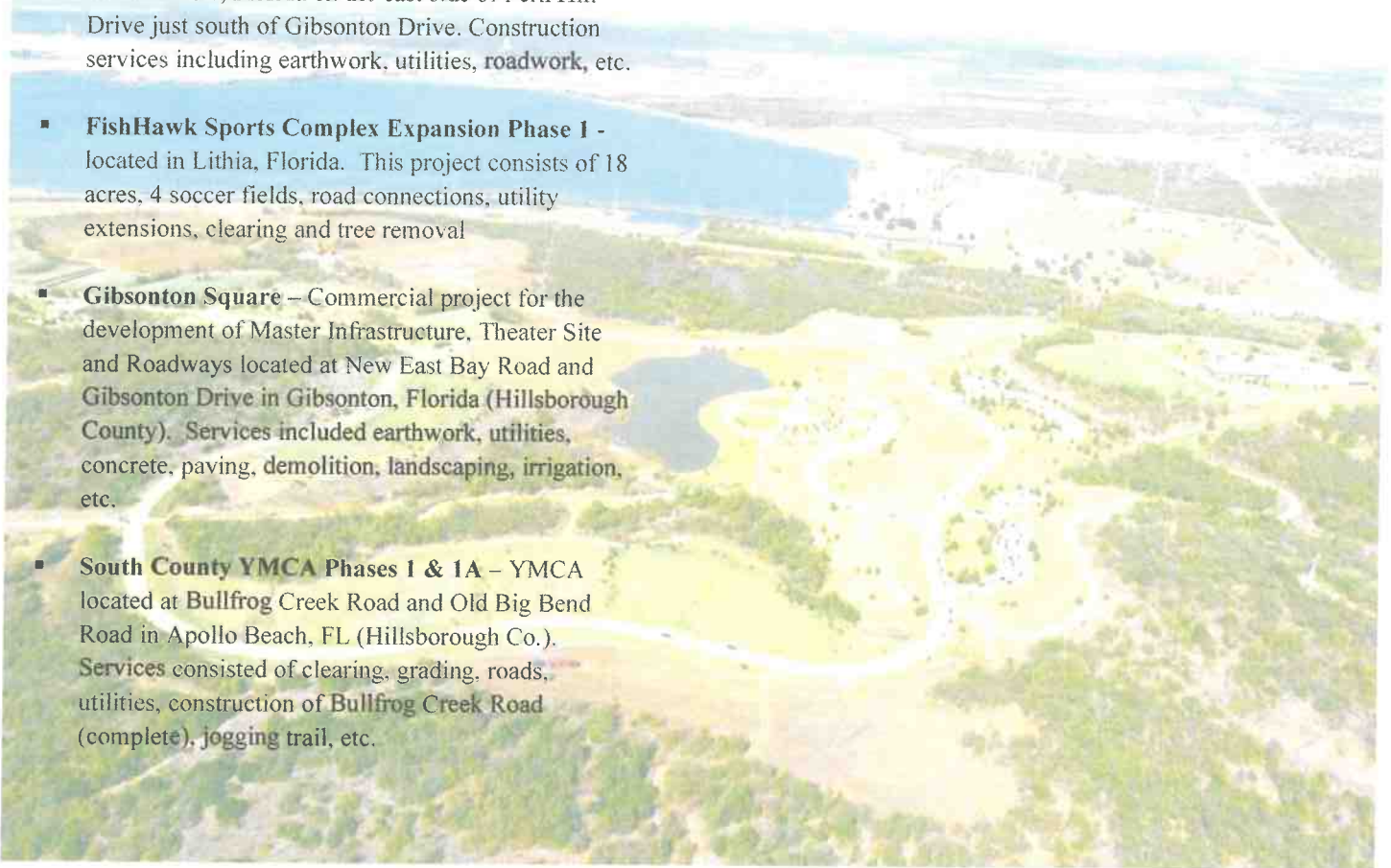
Matt Meek

Close-Out Superintendent

Mr. Meek has 25 years of experience in the construction field. Since joining QGS Development, Inc., in 2013, he has been performing the project close-outs required for each job. Mr. Meek is responsible for the final finish dirt work, seed & mulch, sod, concrete (curb, sidewalk), demo, underdrain, etc., for subdivision, commercial and Hillsborough County WORCS projects.

Previous Projects

- **Chancey Road – Phase 2** – Located at the intersection of Bruce B. Downs Blvd. & Wiregrass Ranch Blvd. in Pasco County, Florida (Hillsborough County). Services included roadway, ponds, underground utilities, signage, etc. for a roads portion and a utilities portion for this project.
- **Waterleaf Subdivision Phase 3A & 3B** – Located in Riverview, FL. Work performed included Construction and/or installation of various infrastructure improvements for Phases 3A & 3B including clearing, earthwork, paving, drainage, potable water, sanitary, sanitary sewer and storm water management.
- **Waterleaf Subdivision Phase 1 & 2** – Located in Riverview, FL. Work performed included Construction and/or installation of various infrastructure improvements for phases 1A, 1B & 1C, including paving, drainage, potable water, sanitary sewer and storm water management. Phase 2 added.
- **Hueland Pond Boulevard** – Services included earthwork, paving, underground utilities, signage, etc.
- **Fern Hill Subdivision** – 205-Lot Subdivision located in Riverview, Florida on the east side of Fern Hill Drive just south of Gibsonton Drive. Construction services including earthwork, utilities, **roadwork**, etc.
- **FishHawk Sports Complex Expansion Phase 1** - located in Lithia, Florida. This project consists of 18 acres, 4 soccer fields, road connections, utility extensions, clearing and tree removal
- **Gibsonton Square** – Commercial project for the development of Master Infrastructure, Theater Site and Roadways located at New East Bay Road and Gibsonton Drive in Gibsonton, Florida (Hillsborough County). Services included earthwork, utilities, concrete, paving, demolition, landscaping, irrigation, etc.
- **South County YMCA Phases 1 & 1A** – YMCA located at Bullfrog Creek Road and Old Big Bend Road in Apollo Beach, FL (Hillsborough Co.). Services consisted of clearing, grading, roads, utilities, construction of Bullfrog Creek Road (complete), jogging trail, etc.





Evaluation Criteria

**Experience Principal
Members Experience**

Principal Members Experience

P. Howard Barnes

Owner/President

Mr. Barnes has extensive experience in sales, management and daily operations. His activities include financial management, contract negotiations and implementation, personnel management, daily interaction with clients and quality control. Mr. Barnes also acts as the liaison with the Designer and Owner to achieve desired results in design/build projects. Mr. Barnes is a member of the Florida Turf Certification Board, Golf Course Builders Association, Superintendents Association, and Turfgrass Association. He has Forty-Nine (49) years of construction experience.

Thomas H. Barnes

Vice President

Mr. Barnes currently leads our Sitework Development, Underground Utilities and Athletic Field divisions. He has extensive knowledge of residential/commercial sitework construction, as well as golf course construction and renovation. Mr. Barnes experience includes surveying, clearing, grubbing and earthwork, storm water drainage, sanitary sewer drainage, siphon drainage, water utilities and irrigation. Mr. Barnes possesses thorough knowledge of plan implementation, plan take-offs, contract negotiations and implementation, vendor procurement, sales, bidding and job scheduling. He has Twenty-Eight (28) years of construction experience with QGS Development.

Larry Woody

Assistant Vice President - Division Manager

Mr. Woody has extensive experience in project management, supervision and construction. His activities include contract implementation, site development, construction scheduling, and quality control. Mr. Woody manages on site safety programs, OSHA compliance, subcontractor performance and personnel. He has Thirty-Eight (38) years of construction experience including Twenty-Eight (28) years with QGS Development.

Jim Armstrong

Vice President

Mr. Armstrong leads our Golf Division and has extensive experience in project management, supervision and construction. His activities include contract implementation, site development, construction scheduling, and quality control. Mr. Armstrong manages on site safety programs, OSHA compliance, subcontractor performance and personnel. He has Thirty-Six (36) years of construction experience with QGS Development.

Donald Thomas

Secretary/Treasurer

Mr. Thomas is the Secretary/Treasurer of QGS Development and also leads our Turf Division as President of Quality Turf. Mr. Thomas is a member of the Florida Turf Grass Association and the Florida Sod Growers Cooperative. He has Thirty-Six (36) years of construction experience with QGS Development.



Evaluation Criteria

**Experience Status of
Contracts on Hand
(Work in Progress)**



1450 South Park Road ■ Plant City, Florida 33566
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Status of Contracts on Hand (Work in Progress)

QCS Project Number	Name of Project	Original Contract Amount as Prime	Revised Contract Amount (To Date)	Amount of Work Completed	Percent (%)	Balance of Work Remaining	Percent (%)	Project Location Address 1	Project Location City, State, County	Owner's Name and Owner's Contact	Owner's Phone Number	Owner's Address
07-5762	Fancy Farms Comet Road	\$ 71,581.17	\$ 71,581.17	\$ 65,423.63	88.60%	\$ 8,157.54	11.40%	Comet Road and Frank Moore Road	Plant City, FL (Hillsborough County)	Owner: Fancy Farms, Inc. Contact:	(813) 754-4852	3838 Fancy Farms Road Plant City, FL 33566
19-7205	Ardent Mills Silos	\$ 250,924.39	\$ 3,712,397.67	\$ 3,298,338.99	88.85%	\$ 414,058.68	11.15%	6041 Diana Toledo Almeida Road	Gibsonville, FL (Hillsborough County)	Owner: Ardent Mills Contact: Kevin Kimball General Contractor: Younglove Construction, LLC Contact(s): Steve Johnson	Owner: (402) 871-0389 GC: (712) 277-3906 2015 E. Seventh P. O. Box 8800 Sioux City, ID 51102 Owner: (317) 569-7631	1875 Lawrence St., Ste. 1400 Denver, CO 80202 General Contractor: 2015 E. Seventh P. O. Box 8800 Sioux City, ID 51102 11611 N. Meridian Street Ste. 800 Carmel, IN 46032
20-7214	Ironwood Flats at Brandon Green - Phase 1 (f/k/a Kings Avenue Apartments - Brandon)	\$ 2,134,182.32	\$ 2,520,534.06	\$ 2,123,256.09	84.24%	\$ 397,277.97	15.76%	889 Ironwood Flats Circle	Brandon, FL (Hillsborough County)	Owner: Edward Rose Development Co Contact: Michael Diamente, P.E.	(317) 569-7631	11611 N. Meridian Street Ste. 800 Carmel, IN 46032
20-7215	Bell Shoals Church of Christ	\$ 1,298,018.00	\$ 1,468,422.55	\$ 1,002,267.19	68.25%	\$ 466,155.36	31.75%	3849 Lathia Pinecrest Road	Valrico, FL (Hillsborough County)	Owner: Bell Shoals Church of Christ, Inc. Contact: Robert Hight, Sec	(813) 685-0750	3949 Lathia Pinecrest Road Valrico, FL 33596
21-7232	Berry Bay Subdivision - Contract 5 Amenity Center	\$ 298,592.44	\$ 270,907.15	\$ 257,145.83	87.54%	\$ 33,762.32	12.46%	U.S. Hwy. 301 & Dog Creek Road and Saffold Creek Road	Winnama, FL (Hillsborough County)	Owner: Berry Bay Development, LLC and EPGI, LLC Contact: Kyle Smith Michelle Campbell, CFO	(813) 443-0809	c/o Eisenhower Property Group 111 S. Armenia Ave Tampa, FL 33609
21-7236	Esplanade at Wiregrass Phases 2 & 3	\$ 9,502,694.79	\$ 9,847,397.55	\$ 7,285,255.01	75.98%	\$ 2,562,142.54	26.02%	East of Wiregrass Ranch Blvd, south of S.R. 54, north of S.R. 56	Wesley Chapel, FL (Pasco County)	Owner: Taylor Morrison of Florida, Inc. Contact: Rob Lee	(813) 448-5024	551 N. Cattleman Road Ste. 201 Sarasota, FL 34232
21-7237	Lakeside Station Phase 2	\$ 4,407,638.00	\$ 5,088,846.11	\$ 4,069,014.12	79.56%	\$ 1,019,831.99	20.04%	Coronet Rd., 1/4 mile east of S. Park Road	Plant City, FL (Hillsborough County)	Owner: Foundry Lakeside Station II, LLC Contact: Matt Braun, P.M. General Contractor: PJGR Construction, Inc. Contact: Brian Giddens, Senior P.M.	(407) 645-4447	General Contractor: 499 Montgomery Place Altamonte Springs, FL 32714
21-7238	Southerask Apartments	\$ 2,355,889.59	\$ 2,456,159.17	\$ 1,770,977.60	72.10%	\$ 685,181.57	27.90%	west side of U.S. Hwy. 301, north of Bahia Rd., south of Big Bend Rd.	Riverview, FL (Hillsborough County)	Owner: DD - FL Southcoast, LLC General Contractor: Morrow Construction Co, Inc. Contact: Mike Rossetter, P.M.	(770) 644-0075	General Contractor: 3530 Cumberland Blvd. SE, Ste. 425 Atlanta, GA 30339
21-7239	Lakeland Park Drive Connector (From Lakeland Park Drive to Carpenters Way)	\$ 6,300,597.76	\$ 5,525,679.64	\$ 5,095,595.39	92.22%	\$ 430,084.25	7.78%	north of I-4, south of Artega Drive	Lakeland, FL (Polk County)	Owner: City of Lakeland Contact: Tara Walls, Senior Purchasing Agent	(863) 834-6780	1140 E. Parker Street Lakeland, FL 33801
21-7240	Clinton Corner Subdivision (Phase 1 and OffSite)	\$ 3,453,985.47	\$ 5,563,863.35	\$ 4,948,103.54	88.93%	\$ 615,762.81	11.07%	38350 Clinton Ave	Dade City, FL 33525 (Pasco County)	Owner: Slaughter Homes Florida, LLC c/o Tampa Office Contact: Andy Richardson	(813) 544-7961	9720 Princess Palm Ave., Ste 130 Tampa, FL 33619



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Status of Contracts on Hand (Work in Progress)

QCS Project Number	Name of Project	Original Contract Amount as Prime	Revised Contract Amount (To Date)	Amount of Work Completed	Percent (%)	Balance of Work Remaining	Percent (%)	Project Location Address 1	Project Location City, State, County	Owner's Name and Owner's Contact	Owner's Phone Number	Owner's Address
21-7241	Big Top - Fowler Avenue Apartments (aka: Big Top - Fowler Ave)	\$ 3,599,299.00	\$ 3,805,265.99	\$ 3,213,617.29	84.45%	\$ 591,648.70	15.55%	9250 E. Fowler Ave. Thonotosassa, FL (Hillsborough County)	Owner: Fowler Residences, LLC c/o LIV Development, LLC General Contractor: LandSouth Construction Contact (General Contractor): Jeff Ryan, P.M.	(904) 273-6004	4233 Pablo Professional Court, Ste. 101 Jacksonville, FL 32224	
21-7243	Shannon Estates	\$ 1,037,281.90	\$ 1,155,824.38	\$ 1,100,522.36	95.22%	\$ 55,302.22	4.78%	1410 Shannon Ave. Plant City, (Hillsborough County)	Shannon Development, LLC Contact: John Cordell		3203 W. Cypress St. Tampa, FL 33607	
21-7245	Berry Bay Subdivision - Contract 2 Pod 1 Infrastructure	\$ 1,636,682.90	\$ 1,815,400.64	\$ 1,633,645.54	89.99%	\$ 181,755.10	10.01%	U.S. Hwy. 301 & Dog Creek Road and Seffold Creek Road Wimauma, FL (Hillsborough County)	Louart Homes, LLC Contact: Ben Gaiter	(813) 547-5065	4600 West Cypress Street, Ste. 300 Tampa, FL 33607	
21-7246	Brentwood Townhomes Phase 1 and Phase 1 Offsite Phase 1, \$4,186,428.71 Phase 1 Offsite: \$3,218,975.36	\$ 7,405,404.07	\$ 5,887,655.30	\$ 4,468,052.78	75.89%	\$ 1,419,382.52	24.11%	north of Holly Hill Grove Rd. 3, south of Minute Maid Ramp Rd. 1, east of FCC Grove Rd., west of U.S. Hwy. 27	Owner: Westside Haines City CDD Developer: GLK Real Estate, LLC (aka Cassidy Homes) Contact (Developer): Justin Frye Email: jfrye@heathfl.com	(863) 529-0272	346 E. Central Ave. Winter Haven, FL 33880	
21-7247	Cascades Phase 1A	\$ 6,333,750.90	\$ 5,848,112.50	\$ 4,073,482.89	69.65%	\$ 1,774,628.61	30.35%	west of FDC Grove Road and Park Place Boulevard	Owner: Westside Haines City CDD c/o Government Mgmt. Services Central Fla., LLC Developer: GLK Real Estate, LLC (aka Cassidy Homes) Contact (Developer): Justin Frye Email: jfrye@heathfl.com	(410) 980-7092	346 E. Central Ave. Winter Haven, FL 33880	
21-7249	Cascades Phase 2 - Including Offsite Improvements, Stormwater Management, Utilities, Roadways, Entry Features and Parks & Amenities	\$ 1,939,581.32	\$ 1,454,126.18	\$ 361,512.19	24.86%	\$ 1,092,613.99	75.14%	east of FDC Grove Road, south of Park Place Blvd. and north of Massee Road	Owner: Westside Haines City CDD c/o Government Mgmt. Services Central Fla., LLC Developer: GLK Real Estate, LLC (aka Cassidy Homes) Contact (Developer): Justin Frye Email: jfrye@heathfl.com	(410) 980-7092	346 E. Central Ave. Winter Haven, FL 33880	
21-7250	North Park Isle Master Infrastructure - Contract #1 (Earthwork, Park Road Infrastructure, Sam Allen Improvements)	\$ 9,626,856.57	\$ 8,415,521.03	\$ 4,939,454.93	58.69%	\$ 3,476,066.10	41.31%	Sam Allen Road Plant City, FL (Hillsborough County)	Owner(s): North Park Isle CDD Developer: c/o Eisenhower Property Group, LLC Contact (Developer): Ryan Matko Email: rmatko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609	



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Status of Contracts on Hand (Work in Progress)

OCS Project Number	Name of Project	Original Contract Amount @ Prime	Revised Contract Amount (To Date)	Amount of Work Completed	Percent (%)	Balance of Work Remaining	Percent (%)	Project Location Address 1	Project Location City, State, County	Owner's Name and Owner's Contact	Owner's Phone Number	Owner's Address
21-7250	North Park Isle - Park East Master Infrastructure & Offsite - Contract #2 (East Master Earthwork, Offsite Force Main - Wilder Loop)	\$ 4,265,556.83	\$ 3,997,155.74	\$ 2,185,681.67	54.68%	\$ 1,811,474.07	45.32%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): North Park Isle East CDD Developer: c/o Eisenhower Property Group, LLC Contract (Developer): Ryan Moiko Email: rmoiko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609
21-7250	North Park Isle Phase 2A - Contract #3	\$ 1,873,218.45	\$ 1,565,097.76	\$ 1,401,972.74	89.58%	\$ 163,125.02	10.42%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): North Park Isle CDD Developer: c/o Eisenhower Property Group, LLC Contract (Developer): Ryan Moiko Email: rmoiko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609
21-7250	North Park Isle Phase 2B & 3A - Contract #4	\$ 2,605,871.18	\$ 1,729,165.64	\$ 1,063,563.39	61.53%	\$ 665,202.25	38.47%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): North Park Isle Development, LLC Developer: c/o Eisenhower Property Group, LLC Contract (Developer): Ryan Moiko Email: rmoiko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609
21-7250	North Park East Phases 1A, 1B, 2, 3A - Contract #6	\$ 9,089,869.18	\$ 6,901,038.95	\$ 252,960.36	3.38%	\$ 6,664,078.59	96.62%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): North Park Isle Development, LLC Developer: c/o Eisenhower Property Group, LLC Contract (Developer): Ryan Moiko Email: rmoiko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609
21-7250	North Park East Phase 3B - Contract #7	\$ 1,225,605.53	\$ 936,085.78	\$ 65,230.25	6.97%	\$ 870,855.53	93.03%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): North Park Isle Development, LLC Developer: c/o Eisenhower Property Group, LLC Contract (Developer): Ryan Moiko Email: rmoiko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609



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Status of Contracts on Hand (Work in Progress)

QCS Project Number	Name of Project	Original Contract Amount as Prime	Revised Contract Amount (To Date)	Amount of Work Completed	Percent (%)	Balance of Work Remaining	Percent (%)	Project Location Address 1	Project Location City, State, County	Owner's Name and Owner's Contact	Owner's Phone Number	Owner's Address
21-7250	North Park Isles 3B, 3C, 4 (Lennar)	\$ 7,469,706.46	\$ 6,155,147.57	\$ 1,526,146.04	24.79%	\$ 4,629,401.53	75.21%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): Lennar Homes, LLC Contact: Jim Deitch, Director of Land Development Email: jim.deitch@lennar.com	(813) 283-7334	4560 West Cypress Street, Ste. 300 Tampa, FL 33607
21-7250	North Park Isle Phase 2A, Amenty Center - Contract #8	\$ 477,104.85	\$ 452,686.51	\$ 113,672.92	25.11%	\$ 339,013.59	74.89%	Sam Allen Road	Plant City, FL (Hillsborough County)	Owner(s): North Park Isle Development, LLC Developer: c/o Eisenhower Property Group, LLC Contact (Developer): Ryan Moskko Email: rmoskko@eisenhowerpropertygroup.com	(813) 610-1718	111 S. Armenia Ave. Ste. 201 Tampa, FL 33609
21-7251	The Motor Enclave - Site Development and Construction	\$ 16,319,007.32	\$ 16,748,240.70	\$ 6,217,418.74	37.12%	\$ 10,530,821.96	62.88%	6490 N. Falkenberg Road	Tampa, FL (Hillsborough County)	Owner(s): The Motor Enclave Tampa, LLC Contact (Owner): Brad Oleschansky Tel: (813) 532-4506 Email: brad@themotorenclave.com Construction Manager: Davis Tucker Group 7842 Land O' Lakes Blvd., Ste. 212 Land O' Lakes, FL 34638 Contact (Construction Mgr.): Scott Stulek Tel: (813) 532-4506	(813) 532-4506	1907 W. Kennedy Blvd Tampa, FL 33606
21-7252	Balm Grove East Subdivision (Contract 1)	\$ 11,850,928.62	\$ 9,961,278.85	\$ 825,044.24	8.28%	\$ 9,136,174.61	91.72%	East of Balm Wimauma Road, south of C.R. 672, west of Shelley Lane	Wimauma, FL (Hillsborough County)	Owner(s): Balm Grove Land Development, LLC c/o Eisenhower Property Group Contact: Michelle Campbell, CFO Email: mcampbell@eisenhowerpropertygroup.com	(813) 443-0809	111 South Armenia Ave., Ste. 201 Tampa, FL 33609
21-7252	Balm Grove West Subdivision (Contract 4)	\$ 10,095,676.97	\$ 7,478,668.94	\$ 1,512,930.95	20.23%	\$ 5,905,717.99	79.77%	East of Balm Wimauma Road, south of C.R. 672, west of Shelley Lane	Wimauma, FL (Hillsborough County)	Owner(s): Balm Grove Development, LLC c/o Eisenhower Property Group Contact: Michelle Campbell, CFO Email: mcampbell@eisenhowerpropertygroup.com Assigned to Lennar Homes	(813) 443-0809	111 South Armenia Ave., Ste. 201 Tampa, FL 33609
21-7252	Balm Grove West Subdivision (Contract 3) Partial General Conditions and Earthwork	\$ 1,328,199.09	\$ 1,371,198.61	\$ 1,269,375.33	92.57%	\$ 101,823.28	7.43%	East of Balm Wimauma Road, south of C.R. 672, west of Shelley Lane	Wimauma, FL (Hillsborough County)	Owner(s): Balm Grove Development, LLC c/o Eisenhower Property Group Contact: Michelle Campbell, CFO Email: mcampbell@eisenhowerpropertygroup.com Assigned to Lennar Homes	(813) 443-0809	111 South Armenia Ave., Ste. 201 Tampa, FL 33609



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Status of Contracts on Hand (Work in Progress)

OCS Project Number	Name of Project	Original Contract Amount as Prime	Revised Contract Amount (To Date)	Amount of Work Completed	Percent (%) Completed	Balance of Work Remaining	Percent (%) Remaining	Project Location Address 1	Project Location City, State, County	Owner's Name and Driver's Contact	Owner's Phone Number	Owner's Address
22-7253	ACP Site on State Road 52	\$ 1,552,785.14	\$ 1,552,785.14	\$ -	0.00%	\$ 1,552,785.14	100.00%	State Road 52 and Rice Road	San Antonio, FL 33576 (Pasco County)	Owner(s): Associated Construction Products, Inc. (ACP) Contact: Darren Brown Email: dbrownr@acpfl.com	(386) 682-4930	25552 Wesley Chipua Blvd Lutz, FL 33559
22-7254	River Landing Phases 2 and 3 (Contract 1)	\$ 11,973,760.82	\$ 12,001,160.80	\$ 4,605,875.05	38.38%	\$ 7,395,285.75	61.62%	Hwy. 56 and Morris Bridge Road	Zephyrhills, FL (Pasco County)	Owner(s): Taylor Morrison of Florida, Inc. Contact: Rob Lee, Project Mgr. Email: robert.lee@taylormorrison.com	(813) 448-5024	551 North Cattlemen Rd., Ste. 201 Sarasota, FL 34232
22-7254	River Landing Townhomes Amenity Center (Contract 2)	\$ 144,041.40	\$ 144,041.40	\$ 31,288.49	21.72%	\$ 112,752.91	78.28%	Hwy. 56 and Morris Bridge Road	Zephyrhills, FL (Pasco County)	Owner(s): Taylor Morrison of Florida, Inc. Contact: Rob Lee, Project Mgr. Email: robert.lee@taylormorrison.com	(813) 448-5024	551 North Cattlemen Rd., Ste. 201 Sarasota, FL 34232
22-7254	River Landing Alibours Amenity (Contract 3)	\$ 881,172.74	\$ 881,172.74	\$ 196,614.81	22.31%	\$ 684,557.93	77.69%	Hwy. 56 and Morris Bridge Road	Zephyrhills, FL (Pasco County)	Owner(s): Taylor Morrison of Florida, Inc. Contact: Rob Lee, Project Mgr. Email: robert.lee@taylormorrison.com	(813) 448-5024	551 North Cattlemen Rd., Ste. 201 Sarasota, FL 34232
22-7255	Keystone Hills	\$ 6,093,098.87	\$ 6,093,098.87	\$ 1,892,308.06	31.06%	\$ 4,200,790.81	68.94%	south of Keystone Road, north of Lake Alfred Road, west of Old Lake Alfred Road	Albumbdale, FL (Polk County)	Owner(s): Taylor Morrison of Florida, Inc. Contact: Rob Lee, Project Mgr. Email: robert.lee@taylormorrison.com	(813) 448-5024	551 North Cattlemen Rd., Ste. 201 Sarasota, FL 34232
22-7256	The Grove at Crosswinds (FKA Congdon Townhomes)	\$ 6,335,926.00	\$ 6,363,574.31	\$ 1,186,927.67	18.65%	\$ 5,176,646.64	81.35%	Baker Dairy Road	Pinellas City (Davenport) (Polk County)	Owner(s): GLK Real Estate, LLC c/o Cassidy Holdings Group, LLC Contact: Patrick Marone Email: pmarone@headfl.com Assigning to: Crosswinds East CDD	(863) 585-8699	346 East Central Ave. Winter Haven, FL 33880
22-7257	Lawson Dunes Subdivision	\$ 9,704,515.88	\$ 7,571,274.20	\$ 1,424,538.86	18.82%	\$ 6,146,735.34	81.18%	Johnson Avenue E., East of Powertine Road	Davenport, FL (Polk County)	Owner(s): CH Development, LLC c/o Cassidy Holdings Group, LLC Contact: Patrick Marone Email: pmarone@headfl.com Assigning to: Lawson Dunes CDD	(863) 585-8699	346 East Central Ave. Winter Haven, FL 33880
22-7258	Creek Ridge Preserve Phase 2	\$ 3,461,383.09	\$ 3,461,383.09	\$ 37,471.96	1.08%	\$ 3,423,911.13	98.92%	Lithia Pinecrest Rd.	Lithia, FL 33547 (Hillsborough County)	Owner: KMDGR Investments, LLC Contact: Reed Fishback Email: reed@fishbacklandcompany.com	(813) 546-1000	510 Yonderburg Dr., Ste 208 Brandon, FL 33511



1450 South Park Road ■ Plant City, Florida 33566
 Phone: (800) 446-3326 ■ (813) 634-3326 ■ Fax: (813) 634-1733

Status of Contracts on Hand (Work in Progress)

QCS Project Number	Name of Project	Original Contract Amount as Price	Revised Contract Amount (To Date)	Amount of Work Completed	Percent (%) Complete	Balance of Work Remaining	Percent (%)	Project Location Address 1	Project Location City, State, County	Owner's Name and Owner's Contact	Owner's Phone Number	Owner's Address
22-7259	Bell Creek Landing Subdivision	\$ 2,464,830.62	\$ 2,448,842.45	\$ 37,973.13	1.55%	\$ 2,410,869.32	98.45%	East of Balm Riverway Rd., South of Tucker Rd., West of McMullin Road	Riverview, FL (Hillsborough County)	Owner: CF GTIS III Bell Creek Landing, LLC c/o Homms by WestBay, LLC Contact: Matt Stugs, Land Development Manager Email: mstugs@westbaytampa.com	(813) 695-0713	4665 Crescent Park Drive Riverview, FL 33578
22-7261	Buckhead Trails Phases 1A, 1B 3, and Offsite	\$ 19,844,527.87	\$ 19,844,527.87	\$ -	0.00%	\$ 19,844,527.87	100.00%	Buckeye Road (East of I-75)	Bradenton, FL (Manatee County)	Owner: Pegasus VI - Buckeye 928, LLC Contact: Ryan Molko Eisenhower Property Group	(813) 443-0809	2212 58th Avenue East Bradenton, FL 34205
22-7260	Horizon Apartments	\$ 5,373,937.22	\$ 5,373,937.22	\$ 237,465.87	4.42%	\$ 5,136,471.35	95.58%	Sarato Boulevard	Sun City, FL (Hillsborough County)	Owner: Sun City Properties I, LLC General Contractor: Rise General Contractors, LLC Contact: Kevin Lobo, Senior P.M. Email: kevin.lobo@rise.com	(904) 375-1346	129 N. Patterson Street Valdosta, GA 31601 General Contractor: 10161 Centerton Pkwy. N., Ste 200 Jacksonville, FL 32256
22-5337	Bobby Jones Golf Course Renovation	\$ 12,513,599.05	\$ 12,542,083.73	\$ 3,319,926.59	26.47%	\$ 9,222,157.14	73.53%	1000 Citrus Blvd.	Sarasota, FL 34232	City of Sarasota Contract: Jessica Smith, Professional Buyer Email: jessica.smith@sarasotafl.gov	(941) 263-6431	1565 1st Street Sarasota, FL 34236
22-5338	Water Oak Country Club Golf Course	\$ 2,843,146.90	\$ 3,087,999.87	\$ 2,784,199.89	90.16%	\$ 303,799.98	9.84%	Community: 216 Magnolia Drive Golf Course: 106 Evergreen Lane	Lady Lake, FL 32159 (Lake County)	Sun Communities Finance, LLC / Water Oak Country Club Estates Sun Water Oak Golf, Inc. Contact: Jim Hockstra Email: jhockstra@smccommunications.com	(248) 208-2500	27777 Franklin Rd., Ste. 200 Sunfield, MI 48034
Totals:			\$ 203,569,344.38	\$ 81,852,733.38	40.21%	\$ 121,716,611.00	59.79%					



Evaluation Criteria

**Experience : Completed
Projects for the Past Five
(5) Years**



1450 South Park Road ■ Plant City, Florida 33566
 Phone: (800) 446-3326 ■ (813) 634-3326 ■ Fax: (813) 634-1733

Completed Projects - Site Development and Golf Courses Past Five (5) Years

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Wheeler Road Subdivision - Hillsborough County Owner: Transcend Development Corp. 3658 Erindale Drive Valrico, FL 33596	1101 E. Wheeler Road Seffner, FL (Hillsborough County)	Ali Hashini, President (813) 681-8419 Email: Alhashini@SunriseHomes Corp.com	Paving, underground utilities, Paving, offsite water and force main, etc.	Project Start Date Completion Date 08-05-2022	Site	\$ 620,830 31	\$ 606,412,06
Chapel Creek Villages 7 & 8, Phases 1 - 3 Subdivision Owner: Clayton Properties Group dba Highland Homes 3020 S. Florida Ave., Ste. 101 Lakeland, FL 33803	Eiland Blvd. Wesley Chapel, FL (Pasco County)	Joel Adams, V.P. (863) 619-7103	Earthwork, paving, underground utilities, Passive Park, Bellington Blvd., etc.	Project Start Date: 3-01-2021 Completion Date 07-31-2022	Site	\$ 10,035,366 94	\$ 9,070,065 14
Reserve at Grand Cypress - Phase 1 Ousite Owner: Partners Four c/o TSP Companies, Inc. P. O. Box 1016 Tampa, FL 33601	Bruce B. Downs Boulevard and 42nd Street Tampa, FL	David Wright, President (813) 230-7473 Email: David@tspco.net	Stormwater Infrastructure and Entrance Roadway Project.	Project Start Date: Completion Date 07-12-2022	Site	\$ 2,615,792 53	\$ 3,592,695 05
Sereno Phase 8A Owner: DG Farms CDD c/o DPG Contact: Austin Conrings Developer: GTIS Metro DG, LLC c/o Metro Development Group 2502 Rocky Point Drive, Ste. 1050 Tampa, FL 33607	West Lake Street, north of S.R. 674 (Sun City Center Bldg.), east of U.S. Hwy. 301 Winnama, FL (Hillsborough County)	Rich Leaham, P.M. (813) 288-8078 Email: rich@metrodg.com	Cleaning & earthwork, paving, underground utilities, etc.	Project Start Date: 10-05-2020 Completion Date 4-30-2022	Site	\$ 1,123,228 72	\$ 1,301,334 26

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Descriptions of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Thonotosassa - Copart Project Owner: Copart of Connecticut, Inc. Contact: c/o Greg DePasquale General Contractor: Valfair Construction, Inc. (Branch of Copart Excavation, Inc.) Contact: Buck Carson Email: buckley.carson@valfair.com Subcontractor / OGS' Customer TBT Contractors, LLC 11103 Park Place Drive Baton Rouge, LA 70818 Contact: Trey Rogillio Email: trey@tbtcontractors.com	12315 CR 579 Thonotosassa, FL 33592 (Hillsborough County)	Buck Carson Email: buckley.carson@valfair.com	Clearing & earthwork, paving, underground utilities, etc.	Project Start Date: 10-19-2020 Completion Date 6-30-2022		\$ 6,783,797.99	\$ 8,032,610.42
Quail Valley Golf Course Renovation Owner: Quail Valley Golf Club 6545 Pinnacle Drive Vero Beach, FL 32967	Vero Beach, FL 32967 (Indian River County)	Dustin Naumann, GC Superintendent (617) 501-6691	Grass removal, earthwork, shaping & finishing, drainage, Greens USGA, Tee Laser Grading, bunkers, cart paths, finish grading & soil bed prep, grassing.	Project Start Date: 9-15-2021 Completion Date 4-14-2022		\$ 847,988.26	\$ 847,988.26
Sereno Phases 7A and 7B Owner: DG Farms CDD c/o DPFPG Developer: GTIS Metro DG, LLC c/o Metro Development Group 2502 Rocky Point Dr., Ste. 1050 Tampa, FL 33607	West Lake Street, north of S.R. 674 (Sun City Blvd.), east of U.S. Hwy. 301 Wimauma, FL (Hillsborough County)	Contact (Developer): Rich Leatham, P.M. Tel: (813) 288-8078 Email: rich@metrodg.com	Clearing & earthwork, paving, underground utilities, etc.	Project Start Date: 10-05-2020 Completion Date 11-17-2021	Site	\$ 1,391,849.33	\$ 1,486,480.58
River Landing Phase 1A Owner: Taylor Morrison of Fla, Inc. 551 N. Cattleman Road, Ste. 201 Sarasota, FL 34232	South of Chancey Road and west of Morris Bridge Road Zephyrhills, FL (Pasco County)	Rob Lee (813) 448-5024	Arbor, Parks and Townhomes: Survey, material testing, earthwork, paving, underground utilities, etc.	Project Start Date: 4-15-2020 Completion Date 11-12-2021	Site	\$ 9,126,070.98	\$ 13,374,419.51
Villages at Bridgewater - Villages 12, 13, & 14 ("BW 12/13/14") Owner: HDP Bridgewater, LLC c/o William Ryan Hoopes 3925 Coconut Palm Drive, Ste. 117 Tampa, FL 33619	SE of I-4, west of Hwy. 33 Lakeland, FL (Polk County)	Jeff Thorson, Division President (813) 627-9040 Email: jthorson@wmryan.com	Clearing & grubbing, sidewalk/curb demo, earthwork, underground utilities, milling, asphalt paving, etc.	Project Start Date: 9-01-2020 Completion Date 9-30-2021	Site	\$ 2,642,850.00	\$ 2,546,989.98

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start/ Completing Dates	Type of Project	Original Contract Amount	Final Contract Amount
Villages at Bridgewater - Villages 12, 13, & 14 ("BW 12/13/14") Owner: HDP Bridgewater, LLC c/o William Ryan Homes 3925 Coconut Palm Drive, Ste. 117 Tampa, FL 33619	SE of I-4, west of Hwy. 33 Lakeland, FL (Polk County)	Jeff Thorson, Division President (813) 627-9040 Email: jthorson@wmryan.com	Cleaning & grubbing, sidewalk/curb demo, earthwork, underground utilities, milling, asphalt paving, etc.	Project Start Date: 9-01-2020 Completion Date 9-30-2021	Site	\$ 2,642,850.00	\$ 2,546,989.98
Madison Place Townhomes Phases 3 Owner: Kalogridis East, LLC c/o Cassidy Homes 346 E. Central Avenue Winter Haven, FL 33880	East of Hwy. 27 Davenport, FL (Polk County)	Steve Cassidy (863) 287-3925 Email: scassidy@cassidyholdingsfl.com		Project Start Date: Completion Date 9-30-21	Site	\$ 389,504.41	\$ 389,504.41
Creek Ridge Preserve Owner: KMDGR Investments, LLC 510 Yonderburg Dr., Ste. 208 Brandon, FL 33511	6511 Lithia Pinecrest Road Lithia, FL 33547 (Hillsborough County)	Reed Fishbach (813) 546-1000 Email: Reed@fishbachlandcompany.com	Phase 1 - General Conditions, earthwork, paving, underground utilities, etc. Phase 1 Offsite - Paving Phase 2 - General Conditions, earthwork, paving, underground utilities, etc.	Project Start Date: 7-27-20 Completion Date 8-25-2021	Site	\$ 6,027,151.91	\$ 3,653,288.69
Lost City Golf Course Restoration Owner: Atlantis Golf Club, Inc. (dba/ Lost City Golf Club) 301 Orange Tree Drive Atlantis, FL 33462	301 Orange Tree Drive Atlantis, FL 33462 (Palm Beach County)	Steve Yager, Superintendent Tel (561) 420-2561	Renovation of 27 Holes, Greens, Bunkers, Fairways Pre Construction (Surveying, etc.), Site Preparation (tree clearing, strip and grind existing turf, etc.), Earthwork (pond cuts, remove material off greens and relocate, natural area overburden removal & shapping, bulk bulldozer cuts, tree relocation), Shapping & Finishing (shaping bunkers, rough, greens complex, tees), Golf Course Drainage, Greens USGA Specification, Tee Laser Grading, Bunkers, Cart Paths (relocation of existing, new concrete patins, etc.), Finish Grading & Soil Bed Preparation, Grassing, Construction of Short Game Area, Golf Course Irrigation, etc.	Project Start Date: 4-06-2021 Completion Date 7-29-2021	Golf	\$ 2,031,513.00	\$ 2,052,662.56
North Park Isles Phase 1A Owner: North Park Isle Development, LLC c/o Eisenhower Property Group 111 South Armenia Avenue, Suite 201 Tampa, FL 33609	1660 E. Sam Allen Road Plant City, FL (Hillsborough County)	Michelle Campbell, CFO (813) 563-4888	Pond excavation, grading, paving, underground utilities including offsite, etc.	Project Start Date: Completion Date 6-30-2021	Site	\$ 13,602,006.85	\$ 11,180,210.47

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
North Park Isles Phase 1B, 1C and 1D Owner: North Park Isle Development, LLC c/o Eisenhower Property Group 111 South Armenia Avenue, Suite 201 Tampa, FL 33609	1600 E. San Allen Road Plant City, FL (Hillsborough County)	Michelle Campbell, CFO (813) 363-4888	Pond excavation, grading, paving, underground utilities including offsite, etc.	Project Start Date: Completion Date 6-30-2021	Site	\$ 1,411,288.30	\$ 1,411,288.30
Publix 1366-20 Owner: Publix Super Markets, Inc. 5300 Publix Corporate Pkwy. Lakeland, FL 33811 General Contractor: HGR Construction, Inc. 499 Montgomery Place Altamonte Springs, FL 32714	5140 County Line Road Lakeland, FL (Polk County)	Fred Leider, P.M. (407) 645-4447 Email: fred@hgrconstruction.com	Clear & grub, grading, paving, concrete, underground utilities, offsite underground utilities for County Line Road and Pipkin Road, etc.	Project Start Date: 6-04-2020 Completion Date 4-29-2021	Site	\$ 6,140,000.00	\$ 6,292,881.02
The Haven at Hunters Lake Owner: LandSouth Construction, LLC 4233 Pablo Professional Court, Ste. 101 Jacksonville, FL 32224	18000 Bruce B. Downs Blvd Tampa, FL (Hillsborough County)	Jeff Ryan, P.M. (904) 273-6004	Earthwork, paving, underground utilities (i.e., storm drainages, sanitary sewer, potable water)	Project Start Date: 9-25-2019 Completion Date 3-31-2021	Site Mixed-Use	\$ 1,439,963.56	\$ 1,451,213.56
Cypress Creek Town Center Parcel "O" Owner: Pasco 54, Inc 509 Guisando De Avila Tampa, FL 33613	Lutz, FL 33559 (Pasco County)	Brent Whitley, V.P. (813) 963-5856	Earthwork, paving, underground utilities, etc.	Project Start Date: 10-15-2020 Completion Date 2-19-2021	Site	\$ 680,745.07	\$ 686,380.77
Madison Place Townhomes Phases 2 and 3 Owner: Kalogridis East, LLC c/o Cassidy Homes 346 E. Central Avenue Winter Haven, FL 33880	East of Hwy. 27 Davenport, FL (Polk County)	Steve Cassidy (863) 287-5925	Earthwork, paving, underground utilities, etc.	Project Start Date: Completion Date 1-25-2021	Site	\$ 1,027,806.46	\$ 762,468.57
Summerfield Tract 19 Townhomes Owner: US Home Corporation 4600 W. Cypress St., Ste. 200 Tampa, FL 33607	South side of Big Bend Road, west of Balm Riverview Road Riverview, FL (Hillsborough County)	Parker Hiron, Land Director (813) 547-5665	Earthwork, paving, underground utilities, etc.	Project Start Date: 12-31-2019 Completion Date 1-22-2021	Site	\$ 1,343,437.38	\$ 1,235,962.38
Wheeler Street Improvements Owner: City of Plant City 302 W. Reynolds Street Plant City, FL 33563		Buddy Storey Tel. (813) 659-4200		Project Start Date: Completion Date 11-04-2020	Site	\$ 337,917.00	\$ 353,503.32

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Riverstone Subdivision Phases 3 & 4 Owner: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817	Pipkin Road and Medulla Road Lakeland, FL (Polk County)	Jane Gaarlandt, District Manager (407) 723-5900		Project Start Date: 11-05-2019 Completion Date 10-29-2020	Site	\$ 5,303,834.55	\$ 4,686,926.76
Village at Hunters Lake Owner: Hunters Lake Tampa, LLC 4041 Park Oaks Blvd., Ste. 110 Tampa, FL 33610	18300 Bruce B. Downs Blvd. Tampa, FL (Hillsborough County)	José Borrego, Senior P.M.		Project Start Date: _____ Completion Date 10-21-2020	Site Mixed-Use	\$ 6,240,501.07	\$ 4,407,126.76
Elementary School D Owner: The School Board of Hillsborough County c/o Hillsborough County Public Schools Operations Division 1202 E. Palm Avenue Tampa, FL 33605-3512 General Contractor: Alistair Construction, Inc. 4509 N. Nebraska Ave. Tampa, FL 33603	14150 Gate Dancer Road Ruskin, FL (Hillsborough County)	Owner: General Contractor: Nelson Etienne, Senior P.M. 7	General Conditions, earthwork, paving, underground utilities, etc.	Project Start Date: 8-03-2019 Completion Date 10-15-2020	Site	\$ 2,996,292.01	\$ 3,082,128.40
Seven Lakes Golf Course Restoration Owner: Seven Lakes Golf & Tennis Community 1965 Seven Lakes Blvd. Ft. Myers, FL 33907	1965 Seven Lakes Blvd Ft. Myers, FL 33907 (Lee County)	Sean Wilson, General Mgr. (239) 482-4540	Grass stripping, rototilling, wood bulkhead removal, asphalt cart path removal, earthmoving, greens construction, sand bunkers, concrete cart paths, etc.	Project Start Date: 4-13-20 Completion Date 9-01-20	Golf	\$ 2,538,150.00	\$ 2,672,630.00
Countywide Soccer Complex - Quad Sportsplex Drainage Improvements & Soccer Field Netting Owner: Hillsborough County 601 E. Kennedy Blvd., 23rd Floor Tampa, FL 33601 General Contractor: Cadstreet Corporation 13103 W. Linebaugh Ave., Ste. 101 Tampa, FL 33626	9330 E. Columbus Drive Tampa, FL 33619 (Hillsborough County)	Owner: Chris Postiglione, P.M. (813) 273-3769 General Contractor: William Cunningham (813) 847-9367	General conditions, underdrain, sod, etc.	Project Start Date: _____ Completion Date 8-31-2020	Site	\$ 147,631.41	\$ 186,571.14
Tower Dairy Offsite Improvement - 70th Street Lemar Homes, LLC 4600 West Cypress Street, Ste. 300 Tampa, FL 33607	South 70th Street, 36th Avenue and Hartford Street (Hillsborough County)	Mark Melboey, V.P. (813) 574-5700 Email:	Paving and Storm for 70th Street and 36th Avenue	Project Start Date: _____ Completion Date 8-28-2020	Site	\$ 833,889.96	\$ 866,502.36

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
CSUSA Hwy. 301 Charter Academy (AKA Winthrop Charter Academy) Owner: Red Apple at South 301, LLC 800 Corporate Dr., Ste. 124 Ft. Lauderdale, FL 33334 General Contractor: Ryan Companies US, Inc. 201 N. Franklin St., Ste 3500 Tampa, FL 33602	12820 South U.S. Hwy. 301 Riverview, FL (Hillsborough County)	Tyler Lohmiller, P.M. (813) 204-5008 Email: tyler.lohmiller@ryancompanies.com	Sitework - earthwork, concrete, paving, underground utilities, fire lines, offsite improvements, retaining wall, etc.	Project Start Date: Completion Date 8-12-2020	Site	\$ 2,839,164.34	\$ 2,890,795.77
Villages of Glen Creek Phase 1B/1D, 1C and MC1 Villages of Glen Creek CDD c/o GTIS I YGC, LP (Metro Development Group) Additional Owner Contact: c/o Metro Development Group 2502 N. Rocky Point Drive Tampa, FL 33607	Glen Creek Blvd. Bradenton, FL (Manatee County)	Mike Lawson, V.P. / CDD Chairman (813) 288-8078	Earthwork, paving, underground utilities, etc.	Project Start Date: Completion Date 8-05-2020	Site	\$ 8,059,777.38	\$ 109,281.51
LLT Academy - South Bay Owner: Literacy, Leadership, Technology Academy, Inc. 6771 Madison Ave. Tampa, FL 33619 General Contractors: Element Commercial Construction, LLC P.O. Box 362 Palmetto, FL 34220	1090 30th Street, NE Rushin, FL 33570 (Hillsborough County)	Jim Smith (General Contractor) (941) 744-7257 Email: Jim.Smith@Element-cc.com	General conditions, earthwork, paving, underground utilities, offsite turn lane, etc	Project Start Date: Completion Date 11-11-2019 7-31-2020	Site	\$ 1,017,335.00	\$ 1,133,507.02
Lakeside Station - 19, Phase I Owner: Foundry Lakeside Station I, LLC 420 S. Orange Ave., Ste. 450 CNL Tower II Orlando, FL 32801 General Contractor: HGR Construction, Inc. 499 Montgomery Place Altamonte Springs, FL 32714	Henderson Way Plant City (Hillsborough County)	Bob Lisk (General Contractor) (407) 645-4447		Project Start Date: Completion Date 7-15-2020	Site	\$ 4,800,000.00	\$ 5,111,629.72
Zephyr: Lakes Phases 1A, 2A, 2B and 4A Owner c/o Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	Pretty Pond Road (In the area of U.S. Hwy. 301 North and Wire Road (to the East) Zephyrhills, FL (Pasco County)	Mike Lawson (813) 288-8078		Project Start Date: Completion Date 7-10-2020	Site	\$ 6,394,435.00	\$ 7,160,844.39

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start/ Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Southshore Bay, Phase 4A, Phase 4B, Hidden Creek Blvd, Phase 4, and Pond K Hidden Creek - Forest Brooke (Contract 3) Owner: Hidden Creek CDD c/o DPFG Mgmt. & Consulting, LLC 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	S.R. 674 Wimauma, FL (Hillsborough County)	Mike Lawson (813) 288-8078	General conditions, earthwork, paving, underground utilities, etc.	Project Start Date: Completion Date 6-30-2020	Site	\$ 3,763,797.00	\$ 3,827,868.12
Towne Park Phase 3A (aka Riverstone Ph. 3A) Owner: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817	South side of W. Pippin Road and southwest of the intersection of Towne Park Blvd. & White Egret Lane Lakeland, FL (Polk County)	Jane Gaarlandt, District Manager (407) 723-5900 (407) 382-3256??????????		Project Start Date: Completion Date 6-30-20	Site	\$ 9,837,807.32	\$ 8,673,910.86
Rhodine Road Subdivision Owner: Rhodine Road North CDD c/o Governmental Mgmt. Services Central Fla., LLC 135 W. Central Blvd., Ste. 320 Orlando, FL 32801 Developer: JMBI Real Estate, LLC c/o Cassidy Homes 346 E. Central Ave. Winter Haven, FL 33880	north side of Rhodine Road, east of U.S. Hwy. 301, west of Baldu Riverview Road Riverview, FL (Hillsborough County)	Jillian Burns (Owner) (407) 841-5524 Rennie Heath (Developer) (863) 529-4272		Project Start Date: Completion Date 6-30-20	Site	\$ 5,695,300.42	\$ 7,318,866.59
Diplomat Golf & Tennis Club Owner: Maltese Diplomat Owner LLC 501 Diplomat Parkway Hallandale Beach, FL 33009	501 Diplomat Parkway Hallandale Beach, FL 33009 Hallandale Beach, FL (Broward County)	Lewis Rissman (305) 428-2514	Site clearing, earthwork, shaping, greens, tees, bunkers, golf course drainage, cart paths, irrigation, grasses, fairways rough, soodling, landscaping, etc.	Project Start Date: 7-1-2019 Completion Date 5-29-2020	Golf	\$ 5,000,000.00	\$ 5,129,886.02
Sereno Phase 6B Infrastructure Owner: DG Farms CDD Developer: c/o Metro Development Group 2502 Rocky Point Drive., Ste. 1050 Tampa, FL 33607	1/2 mile East of U.S. Hwy. 301 and north of S.R. 674 Wimauma, FL (Hillsborough County)	Rich Leatham (Developer) (813) 288-8078		Project Start Date: 1-21-2018 Completion Date 5-28-20	Site	\$ 643,479.42	\$ 697,382.78

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Southshore Bay, Active Adult Phase 3 & Partial Phase 4 Hidden Creek - Forest Brooke (Contract 2) Owner: Hidden Creek CDD c/o DPFMgmt. & Consulting, LLC 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	S. R. 674, east of U.S. Hwy. 301, west of W. Lake Street Winnama, FL (Hillsborough County)	Mike Lawson (813) 288-8078	General conditions, earthwork, paving, underground utilities, etc.	Project Start Date: 2-18-19 Completion Date 5-28-2020	Site	\$ 2,810,511.98	\$ 2,819,532.75
Silverado Phases 10B, 11B and 11C Owner: Silverado CDD c/o DPFMgmt. & Consulting, LLC 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	Eiland Blvd. and Silverado Ranch Blvd. Zephyrhills, FL (Pasco County)	Sean O'Connor and Ted Sanders (813) 288-8078	Earthwork, underground utilities for each of the three phases, etc.	Project Start Date: 5-20-2019 Completion Date 4-30-2020	Site	\$ 878,716.85	\$ 1,008,731.70
Sherwood Manor Subdivision Phases 1, 2 and Amenity Center (Phase 3A, contracted work issued as a Change Order to the Sherwood Manor Subdivision Phases 1, 2, and Amenity Center project) Owner: Sherwood-Ruskin, LLC c/o Eisenhower Property Group 111 S. Armenia Avenue, Ste. 201 Tampa, FL 33609	North of 21st Ave., SE, South of S.R. 674, East of U.S. Hwy. 41 West of I-75 Ruskin, FL (Hillsborough County)	Ryan Moiko (813) 443-0809	Earthwork, paving, underground utilities, etc.	Project Start Date: 8-23-2018 Completion Date 4-29-2020	Site	\$ 6,924,155.88	\$ 6,437,406.57
Silverado Phase 7 Earthwork; Phases 10A and 11A Infrastructure Owner: Silverado CDD c/o DPFMgmt. & Consulting, LLC 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	Eiland Blvd. and Silverado Ranch Blvd Zephyrhills, FL (Pasco County)	Sean O'Connor and Ted Sanders (813) 288-8078	Earthwork, underground utilities, paving (roadways), etc.	Project Start Date: 5-20-2019 Completion Date 4-29-2020	Site	\$ 1,117,863.54	\$ 1,190,358.41

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
North Park Isles, Phase 1 - Clearing and Silt Fence Owner: North Park Isle Development, LLC c/o Eisenhower Property Group 111 South Armenia Ave., Ste. 201 Tampa, FL 33609	1600 E. San Allen Road Plant City, FL (Hillsborough County)	Michelle Campbell, CFO (813) 363-4888		Project Start Date: 7-14-2019 Completion Date 4-28-2020	Site	\$ 957,340.00	\$ 957,340.00
Southshore Bay, Active Adult Phases 2A and 2B Hidden Creek - Forest Brooke (Contract 1) Owner: Hidden Creek CDD c/o DPFG Mgmt. & Consulting, LLC 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	S. R. 674, east of U.S. Hwy. 301, west of W. Lake Street Wimauna, FL (Hillsborough County)	Mike Lawson (813) 288-8078	General conditions, earthwork, paving, underground utilities, etc.	Project Start Date: 3-05-2019 Completion Date 4-27-2020	Site	\$ 1,688,537.91	\$ 1,744,337.96
Serenio - Collector Road Owner: DG Farms CDD 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: GHS Metro DG, LLC c/o Metro Development Group 2502 Rocky Point Drive, Ste. 1050 Tampa, FL 33607	1/2 mile East of U.S. Hwy. 301 and north of S.R. 674 Wimauna, FL (Hillsborough County)	Mike Lawson (813) 288-8078		Project Start Date: 7-18-2019 Completion Date 4-24-20	Site	\$ 636,213.47	\$ 641,177.40
Silverado Phase 5B Owner: Silverado CDD c/o DPFG Mgmt. & Consulting, LLC 250 International Pkwy., Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Dr., Ste. 1050 Tampa, FL 33607	Eiland Blvd and Silverado Ranch Blvd Zephyrhills, FL (Pasco County)	Sean O'Connor and Ted Sanders (813) 288-8078	Earthwork, sanitary sewer, storm drainage, water and roadways, etc. for each of the three phases.	Project Start Date: 5-20-2019 Completion Date 4-23-2020	Site	\$ 520,482.54	\$ 525,223.29
Villamar Phase 1 Owner: Paint Creek, LLC c/o Cassidy Homes 346 E. Central Avenue Winter Haven, FL 33880	Cunningham Road, west of Old Bartow Road Winter Haven, FL (Polk County)	Rennie Heath (863) 525-4272	Earthwork, paving, underground utilities, construction of Cunningham Road, etc.	Project Start Date: 2-19-2019 Completion Date 4-22-2020 11-23-2020 (CO 5)	Site	\$ 3,689,945.80	\$ 3,028,454.99

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Ironwood Flats at Brimdon Green (f/k/a/ Kings Avenue Apartments - Brandon) Owner: Edward Rose Development Co. 11611 N. Meridian Street, Ste. 800 Carmel, IN 46032	889 Ironwood Flats Circle Brandon, FL (Hillsborough County)	Michael Diamante, P.E. (317) 569-7631	Demo, tree protection, silt fence, etc.	Project Start Date: 2-14-20 Completion Date: 4-21-20	Site	\$ 122,554.40	\$ 122,554.40
Serenio Phase 5B Infrastructure Owner: DG Farms CDD Developer: c/o Metro Development Group 2502 Rocky Point Drive, Ste. 1050 Tampa, FL 33607	1/2 mile East of U.S. Hwy. 301 and north of S.R. 674 Wimauma, FL (Hillsborough County)	Rich Leatham (Developer) (813) 288-8078	General Conditions, earthwork, underground utilities, etc.	Project Start Date: 4-05-2019 Completion Date: 3-28-20	Site	\$ 279,600.00	\$ 291,937.20
Riverstone Subdivision Phase 2 Owner: Tovone Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd. Orlando, FL 32817	South of Pippin Road, north of Eywell Road, east of Spring Lake Drive Lakeland, FL (Polk County)	Jane Gaarlandt, District Manager (407) 723-5900	Clearing & earthwork; paving, underground utilities, etc.	Project Start Date: 5-01-2019 Completion Date: 2-25-20	Site	\$ 3,603,095.74	\$ 2,851,902.20
Serenio - Emerald Blossom Blvd. Owner: DG Farms CDD 250 International Pkwy, Ste 280 Lake Mary, FL 32746 Developer: GTTIS Metro DG, LLC c/o Metro Development Group 2502 Rocky Point Drive, Ste. 1050 Tampa, FL 33607	East of U.S. Hwy. 301 and north of S.R. 674 Wimauma, FL (Hillsborough County)	Mike Lawson (Developer) (813) 288-8078	Construction of Emerald Blossom Boulevard and Collector Road, earthwork, paving underground utilities, etc.	Project Start Date: 7-11-2019 Completion Date: 1-30-20	Site	\$ 378,240.04	\$ 378,240.04
Oaks of Pasco Pulte Home Co, LLC 2662 S. Falkenberg Road Riverview, FL 33578	North of Eiland Blvd., east of Simons Road, and west of Silver Oaks Drive Zephyrhills, FL (Pasco County)	Jeff Deason and Michael Piendel (813) 447-1106	Sitework, paving, storm drainage, sanitary sewer, water distribution, etc.	Project Start Date: 6-20-2019 Completion Date: 1-28-20	Site	\$ 2,243,091.03	\$ 2,329,699.59
Via Mizner Golf Course Construction Penn-Florida Club Properties II, LLC 1515 N. Federal Hwy. - Ste. 306 Boca Raton, FL 33432	6200 Boca Del Mar Drive Boca Raton, FL 33433 (Palm Beach County)	Scott Pasoli, Project Manager Phone: (561) 789-5532 Email: spasoli@penflorida.com	Mass earthwork, storm drainage, golf course drainage, shaping, features construction, cart paths, bridges, retaining walls, GPS, A=Built Drawings, etc.	Project Start Date: 5-08-2020 Completion Date: 1-15-2020	Golf	\$ 891,156.00	\$ 1,241,018.00

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Tournament Sports Complex Hillsborough County BOCC 601 East Kennedy Blvd Tampa, FL 33602	East Columbus Drive North side of East Columbus Drive, between U.S. Hwy 301 and Falkenberg Road Tampa, FL (Hillsborough County)	Chris Postiglione (813) 273-3769	Construction of major stewart on a 60 acre county-owned property. Fifteen (15) multi- purpose fields together with associated onsite and offsite improvements. Construction of building pads and infrastructure for a concession building (~5,000 SF) and a maintenance building (~2,000 SF) building areas.	Project Start Date: 1-1-2018 Completion Date 1-07-20	Site	\$ 10,873,754.93	\$ 10,873,724.71
Boyette and Balm-Riverview Townhomes Transcend Development Group 5658 Erindale Drive Valrico, FL 33596	Riverview, FL (Hillsborough County)	Ali Hashimi (813) 681-8419	General Conditions, earthwork, paving, underground utilities, offsite work, etc.	Project Start Date 9-25-2018 Completion Date 12-30-2019	Site	\$ 2,250,000.00	\$ 2,203,437.00
CP & Williams Townhomes CP & Williams Project, LLC 4912 Turnbury Wood Drive Tampa, FL 33647	NE corner of Clay Pit Road and Williams Road Tampa, FL (Hillsborough County)	Mike Lawrence (813) 625-2899	General Conditions, earthwork, paving, underground utilities, etc.	Project Start Date: 2-18-2019 Completion Date 12-30-2019	Site	\$ 1,457,383.89	\$ 1,441,881.77
Brookside Amenity Sitework SM-Ruskin Development, LLC c/o Eisenhower Properties Group	6th Street and 21st Avenue Ruskin, FL (Hillsborough County)	Jeff Hills or Ryan Monko (813) 443-0809	Earthwork, paving, underground utilities (i.e., storm drainage, sanitary sewer, potable water), etc.	Project Start Date: 7-16-2019 Completion Date 11-25-2019	Site	\$ 111,855.03	\$ 111,855.03
Orient Road Subdivision Sunrise Homes 3638 Erindale Dr. Valrico, FL 33594	6401 Orient Road Tampa, FL (Hillsborough County)	Ali Hashimi (813) 654-6536	Earthwork, paving, underground utilities (storm, sanitary, water), etc.	Project Start Date: 3-14-2018 Completion Date 9-25-2019	Site	\$ 1,250,000.00	\$ 1,343,701.77
Sorento Phase 8A DG Farms CDD c/o Metro Development Group 2502 N. Rocky Point Drive, Ste. 1050 Tampa, FL 33607	east of U.S. Hwy. 301, north of S.R. 674, west of West Lake St. Wimauma, FL (Hillsborough County)	Mike Lawson, V.P. / CDD Chairman (813) 288-8078	Earthwork, paving, underground utilities (storm, sanitary, water), etc.	Project Start Date: 8-21-2019 Completion Date 9-05-2019	Site	\$ 30,670.00	\$ 30,400.00
Rego Palms (aka Rego Park) Pulte Home Co., LLC 2662 S. Falkenburg Road Riverview, FL 33578	Blackback Road and Williams Road Mango, FL (Hillsborough County)	Michael Pindel (813) 447-1106	Earthwork, paving (onsite and offsite), underground utilities, offsite force main, etc.	Project Start Date: 5-28-2017 Completion Date 8/29/2019	Site	\$ 2,615,465.36	\$ 2,720,414.35
Ventana Groves Phase 3 Owner: Lennar Homes, LLC 4600 West Cypress Street, Ste. 300 Tampa, FL 33607	Fenn Hill Drive and Gibsonton Drive Riverview, FL (Hillsborough County)	Mark McElroy Tel: (813) 574-5700		Project Start Date: 12-31-2018 Completion Date 7-30-2019	Site	\$ 1,382,495.95	\$ 1,382,495.95

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Fern Hill Phase 2 Infrastructure Owner: Lennar Homes, LLC 4600 W. Cypress Street, Ste. 300 Tampa, FL 33607	Fern Hill Drive and Gibsonton Drive Riverview, FL (Hillsborough County)	Parker Hiron Tel: (813) 574-5700		Project Start Date: 1-09-19 Completion Date 7-30-2019	Site	\$ 716,381.94	\$ 716,381.94
Tararomor Phase 1 (fla LMI/Agia Subdivision) Owner: Standard Pacific of Florida 405 N. Reo Street, Ste. 300 Tampa, FL 33609	Lutz Lake Fern Road and Suncoast Parkway Tampa, FL (Hillsborough County)	Garth Noble Tel: (813) 288-7702		Project Start Date: 11-21-2017 Completion Date 7-25-2019	Site	\$ 10,224,928.18	\$ 10,444,862.54
Hobe Sound Golf Course Regrassing Owner: Hobe Sound Golf Club, Inc. 11671 SE Plandome Drive Hobe Sound, FL 33455	11671 SE Plandome Drive Hobe Sound, FL 33455 (Martin County)	Roy MacDonald / John Galland Tel: (772) 546-4600	Turf stripping, hauling, pond excavation, bunker sand, shaping, contouring, drainage greens, laser grade tee top, bunkers, concrete removal & disposal, concrete screening, finish grade, soil bed preparation, soil, etc.	Project Start Date: 1-31-2019 Completion Date 7-25-2019	Golf	\$ 2,432,639.89	\$ 2,438,639.89
B & M Precision New Facility - Triple M Tube Tech Owner: B & M Precision, Inc. 1225 4th Street SW Ruskin, FL 33570 General Contractor: The College Companies 585 Technology Park Lake Mary, FL 32746	1112 SW 10th Street Ruskin, FL 33579	General Contractor: Ron Wademan, Project Manager Tel: (407) 829-2257	Clear root rake, mulch all Brazilian Pepper trees and other invasive wooded plant materials within property limits.	Project Start Date: 10-10-2018 Completion Date 7-19-2019	Site	\$ 220,000.00	\$ 620,285.90
Ventana Groves Amenity Center Owner: Ventana Development CDD c/o Eisenhower Property 111 S. Armenia Ave., Ste. 201 Tampa, FL 33609	NE corner of Fern Hill Drive and Symmes Road Riverview, FL (Hillsborough County)	Ryan Morito Albert Viera, Controller Tel: (813) 363-4888	Earthwork, paving, storm drainage sanitary sewer, water distribution, etc.	Project Start Date: 12-21-2018 Completion Date 6-28-2019	Site	\$ 261,905.57	\$ 250,439.49
Avila - Unit 14 (Residential) Owner: LLATS, LLC (Sierra Properties) 509 Guisando de Avila Tampa, FL 33613	Grebe Lane and Lake Magdalene Lutz, FL (Hillsborough County)	Brent Whitley Tel: (813)		Project Start Date: Completion Date 6-21-2019	Site	\$ 632,825.42	\$ 709,260.97

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Towne Park Phase 2B Owner: Towne Park CDD c/o PFM Group Consulting, LLC 12051 Corporate Blvd Orlando, FL 32817	Pipkin Road and Towne Park Bld Lakeland, FL (Polk County)	PFM Group Consulting, LLC Jane Gaerlanti, District Manager Tel: (407) 382-3256	Mass Clearing, grading, paving, underground utilities (i.e. storm, sanitary sewer, water) for master infrastructure.	Project Start Date: 5-03-2018 Completion Date 6-13-2019	Site	\$ 2,427,225.76	\$ 2,104,932.51
Symmes and Messler Subdivision Owner: Symmes Road Investment Property, LLC 6441 U.S. Highway 301 South Riverview, FL 33678	SW corner of Symmes Road and Messler Road Gibsonton, FL 33534 (Hillsborough County)	Naar "Vic" Abroleim Tel: (813) 672-0123		Project Start Date: 6-22-2018 Completion Date 5-31-2019	Site	\$ 2,031,076.14	\$ 2,084,312.87
Ventana Groves - Contract 1 Ventana Phases 1 and 2B Mass Grade, Fern Hill Drive and Symmes Road Improvements Owner: Ventana Development CDD c/o Eisenhower Property Group 111 South Armenia Avenue, Ste. 201 Tampa, FL 33609	Northeast corner of Fern Hill Drive and Symmes Road Riverview, FL (Hillsborough County)	Eisenhower Property Jeff Hills / Ryan Mokko Tel: (813) 363-4888	Earthwork, underground utilities (sanitary sewer system, storm drainage system, water system), roadway systems.	Project Start Date: 2-26-2018 Completion Date 5-31-2019	Site	\$ 7,022,905.07	\$ 6,315,904.03
Southshore Bay / Forest Brooke Phases 2B, 2C and 3B Owner: Hidden Creek CDD c/o DPPG 250 International Parkway, Ste. 280 Lake Mary, FL 32746 Developer: Dune FB Debt, LLC c/o Metro Development Group 2502 N. Rocky Point Drive, Ste. 1050 Tampa, FL 33607	S. R. 674, east of U.S. Hwy. 301 and west of W. Lake Street	Metro Development Group Mike Lawson, V. P. Tel: (813) 288-8078	Earthwork, paving, underground utilities (i.e. storm, sanitary sewer, water) for Phases 2B, 2C and 3B of the Southshore Bay / Forest Brooke Subdivision.	Project Start Date: 10-15-2018 Completion Date 5-09-2019	Site	\$ 1,477,695.00	\$ 1,477,695.00
Ventana Groves Phase 2A Owner: Pulte Home Co., LLC 2662 S. Falkenburg Road Riverview, FL 33578	Symmes Road and Fern Hill Drive Riverview, FL (Hillsborough County)	Michael Piendel Tel: (813) 447-1106	Earthwork, paving, underground utilities (i.e. sanitary sewer, storm, water), etc.	Project Start Date: 3-19-2018 Completion Date 4-29-2019	Site	\$ 2,553,446.55	\$ 2,455,696.55
Shell Point Phase 1 Earthwork Owner: Shell Point Ruskin, LLC c/o Eisenhower Property 111 S. Armenia Ave., Ste. 201 Tampa, FL 33609	Shell Point Road Ruskin, FL (Hillsborough County)	Ryan Mokko Tel: (813) 443-0809	Cleaning, demo, earthwork, and storm	Project Start Date: 9-17-2018 Completion Date 4-29-2019	Site	\$ 2,851,446.62	\$ 2,765,273.14

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start/ Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Summerfield Crossing Center Owner: LG 301 & Summerfield, LLC 3500 Maple Avenue Dallas, TX 75219	U.S Hwy. 301 and Summerfield Crossing Blvd. Parcel S4 Riversview, FL (Hillsborough County)	Bob Parrish Tel: (214) 306-4316	Earthwork, paving, underground utilities (i.e., sanitary sewer, storm, water), outparcels, Fairway Meadow Drive construction.	Project Start Date: 2-22-2018 Completion Date 4-16-2019	Site	\$ 2,912,486.90	\$ 3,031,124.77
Valencia Del Sol (fka DG Farms North Phases 1A and 1B) Owner: Hillsborough County Associates, IV, LLLP c/o GL Homes 1600 Sawgrass Corporate Parkway, Ste. 400 Sunrise, FL 33323	U.S 301 and 19th Avenue NE, south of Bill Tucker Road Wimauma, FL (Hillsborough County)	John Stowbridge Tel: (954) 753-1730	Lake Tracts - Dozer/Grading, clearing, demolition, site excavation, storm drainage, paving, Bill Tucker Road Buffer - Bike Paths, sidewalks, etc.	Project Start Date: 1-25-2018 Completion Date 4-12-2019	Site	\$ 8,225,434.55	\$ 8,218,114.92
19th Avenue Phase 4 Improvements (Cypress Creek Parcel L - Turn Lanes) Owner: DG Farms CBD c/o Metro Development Group 2502 N. Rocky Point Drive Tampa, FL 33607	U.S. 301 and 19th Ave., NE and Cypress Village Blvd. south of Bill Tucker Road	Mike Lawson, V.P. Tel: (813) 288-4878	Construction and installation of various infrastructure improvements including paving, drainage, potable water, sanitary sewer and stormwater management, etc.	Project Start Date: 3-29-2018 Completion Date 3-28-2019	Site	\$ 501,766.99	\$ 485,521.83
Vantana Groves - Contract 2 (Ventana Boulevard) Owner: DG Farms CBD c/o Metro Development Group 2502 N. Rocky Point Drive Tampa, FL 33607	East of I-75, north side of Symmes Road, west of U.S. Hwy. 301 Riversview, FL (Hillsborough County)	Jeff Hills / Ryan Molko Tel: (813) 363-4888	Earthwork, paving, water, storm, etc.	Project Start Date: 2-03-2018 Completion Date 3-28-2019	Site	\$ 1,169,041.83	\$ 2,866,566.47
Fern Hill Phase 3 Owner: Lennar Homes, LLC 4600 West Cypress St., Ste 200 Tampa, FL 33607	Fern Hill Dr., north of Cone Grove Road, east of I-75, south of Gibsonton Dr., west of U.S Hwy. 301 Gibsonton, FL (Hillsborough County)	Parker Hiron Tel: (813) 547-5665	Site Clearing, Site Excavation, paving, underground utilities, collector roads, etc.	Project Start Date: 6-12-18 Completion Date 3-26-2019	Site	\$ 1,140,054.80	\$ 1,140,054.80
Rock Ponds Ecosystem Restoration Owner: Southwest Florida Water Management District 7601 Highway 301 North Tampa, FL 33637	Ruskin, FL (Hillsborough County)	Brandt Henningsen and Nancy Norton Tel: (813) 985-7481	Site Preparation (Clearing & grubbing), excavation, embankment, geoweb, road repairs, endwalls, etc.	Project Start Date: 12-02-2013 Completion Date 3-26-2019	Site	\$ 10,173,324.58	\$ 10,173,324.58
Cone Grove Road Subdivision Owner: 301 Cone Grove, LLC 701 S. Howard Ave., Ste. 106-322 Tampa, FL 33606	Cone Grove Road and Southern Forest Drive Riversview, FL (Hillsborough County)	Matt Suggs / SOHO Capital Tel: (941) 323-6198	Earthwork, roads & paving, storm drainage, sanitary sewer, surveying, potable water, signalization, etc.	Project Start Date: 3-21-2018 Completion Date 3-13-2019	Site	\$ 889,935.72	\$ 890,416.99

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Ventana North Phases 1A & 2B ("Villa D'Este") Owner: William Ryan Homes Florida, Inc. 3925 Coconut Palm Drive, Ste. 117 Tampa, FL 33619	19th Avenue NW (East of L- 75, North of S.R. 674, West of U.S. Hwy. 301) Sun City Center (Hillsborough County)	Jeffrey D. Thornton, V.P. Tel: (813) 627-9040 Ext. 601		Project Start Date: 3-21-2018 Completion Date 2-27-2019	Site	\$ 2,094,331.00	\$ 2,072,527.36
Tower Dairy - Offsite Improvements Owner: Lennar Homes, LLC 4600 West Cypress Street, Ste. 200 Tampa, FL 33607	Camden Field Parkway and 78th Street (Palm River Area) Tampa, FL (Hillsborough County)	Mark Matheny, V.P. Tel: (813) 574-5700	Earthwork, roads & paving, storm drainage, sanitary sewer, surveying, potable water, signalization, etc	Project Start Date: 10-19-2017 Completion Date 2-22-2019	Site	\$ 1,266,334.00	\$ 1,435,765.64
Bahia Beach Habitat Restoration Owner: Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604	2421 W. Shell Point Road Ruskin, FL 33570 (Hillsborough County)	Chris Zajac, Staff Environmental Scientist (352) 796-7211	Site Preparation (Stripping, clearing & grubbing, excavation, etc.), storm control & drainage structures, creation of swim wetland (grading, plantings, grassing, etc.), and all associated work for the restoration of the beach habitat.	Project Start Date: 1-02-2012 Completion Date 1-31-2019	Site	\$ 1,549,999.00	\$ 1,234,687.45
Cypress Creek Parcel J Owner: Lennar Homes, LLC 4600 West Cypress St., Ste. 200 Tampa, FL 33607	U.S. 301 & 19th Avenue NE and Cypress Village Blvd.; south of Bill Tucker Road Ruskin, FL (Hillsborough County)	Parker Hiron (813) 547-5665		Project Start Date: 3-12-2018 Completion Date 1-31-2019	Site	\$ 3,906,712.61	\$ 4,114,360.38
Port Redwing Phase III - Security Gate Owner: The Tampa Port Authority (d/b/a Port Tampa Bay) 1101 Channelside Drive Tampa, FL 33602	Port Tampa Bay Channelside Drive Tampa, FL (Hillsborough County)	Mike Seifert, P.E., Project Manager Tel: (813) 905-5012 Email: mseifert@tampaport.com	Sitework for building construction, Cleaning & Grubbing, excavation, concrete work, paving, striping & signage, fencing, motorized security gate, septic system, storm drainage system, etc.	Project Start Date: 8-05-2016 Completion Date 1-15-2019	Site	\$ 1,842,860.40	\$ 1,935,698.28
Sereno Subdivision Phases 5A, 5B Mass Grading CO Work to Sereno Phase 4B (Additional) Owner: DG Farms CDD c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33607	North of S.R. 674, East of U.S. Hwy. 301 Sun City Center, FL (Hillsborough County)	Mike Lawson, V.P. (813) 288-8078 Chris Stevens, PM	Site Clearing, Site Excavation, paving, underground utilities, collector roads, etc.	Project Start Date: 4-30-2018 Completion Date 12-27-2018	Site	\$ 1,149,737.39	\$ 1,011,714.87
Sereno Subdivision Phases 6A, 6B and Collector Road Owner: DG Farms CDD c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33607	North of S.R. 674, East of U.S. Hwy. 301 Sun City Center, FL (Hillsborough County)	Mike Lawson, V.P. (813) 288-8078 Chris Stevens, PM	Site Clearing, Site Excavation, paving, underground utilities, collector roads, etc.	Project Start Date: 2/13/2018 Completion Date 12/27/2018	Site	\$ 1,374,764.55	\$ 1,172,422.11

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
B&M Precision New Facility Owner: B & M Precision, Inc. 1225 4th Street SW Ruskin, FL 33570 General Contractor: The College Companies 585 Technology Park Lake Mary, FL 32746	112 SW 10th Street Ruskin, FL 33579 (Hillsborough County)	Owner: Keith Kolakowski General Contractor: Ron Wademan, Project Manager (407) 829-2257		Project Start Date: 10-19-18 Completion Date 12-18-2018	Site	\$ 220,000.00	\$ 637,886.00
Fern Hill Phase 2 Owner: Ventana Development, LLC c/o Eisenhower Properties Group, LLC 111 S. Armenia Ave., Ste. 201 Tampa, FL 33609	Fern Hill Drive & Cone Grove Road Riverview, FL (Hillsborough County) East of I-75, east of Fern Hill Drive and south of Gibsonton Drive	Ryan Moskko (813) 887-3130		Project Start Date: 6-01-18 Completion Date 11-02-2018	Site	\$ 476,620.41	\$ 476,620.41
Hunter's Run Golf & Racquet Club - North Course Restoration Owner: Hunter's Run Property Owners Association, Inc. 3500 Clubhouse Lane Boynton Beach, FL 33436	3500 Clubhouse Lane Boynton Beach, FL	Mary Watkins (561) 735-4002	Survey/Layout, Silt Fence, Demo, Site Prep & Clearing, Drainage, Shaping, Irrigation, Greens, Tees Construction, Bunkers, Cart Paths, Grassing, Landscaping, etc.	Project Start Date: 4/02/2018 Completion Date 10/23/2018	Golf	\$ 4,404,814.90	\$ 4,558,143.83
Brandon Gateway Medical Plaza Owner: Ryan Companies, US Inc. 201 N. Franklin Street, Ste. 3500 Tampa, FL 33602	Providence Road and Brandon Pkwy. Brandon, FL 33511 (Hillsborough County)	Owner's Contact: Richard W. Hargraves, Project Manager (813) 204-5022 Email: richard.hargraves@ryancompanies.com	Site Clear, paving, underground utilities, fire line, offsite Providence Road, turn lane - S Lakewood, silt fence, tree barricades, etc	Project Start Date: 10/09/2017 Completion Date 9/19/2018	Site	\$ 1,327,489.88	\$ 1,376,707.61
Creekside Charter School Owner: Red Apple Development, LLC 800 Corporate Drive, Ste. 124 Ft. Lauderdale, FL 33334 General Contractor: Ryan Companies US, Inc. 201 N. Franklin St., Ste. 3500 Tampa, FL 33602	14036 U.S. Highway 301 S. Riverview, FL 33578	Owner's Contact: Jim Loneragan, F.P. of Development (813) 204-5008 General Contractor's Contact: Tyler Lohmiller, P.M. (813) 204-5008 Coordinator: Nadiene Rivera	Survey, Clear, Grub & Strip, Earthwork, onsite concrete / paving, underground utilities, fire line, curb, grassing, offsite, etc.	Project Start Date: 1/24/2018 Completion Date 7/27/2018	Site	\$ 7,850.70	\$ 1,309,180.82
Villages of Glen Creek Phase 1A Villages of Glen Creek CDD c/o DDPG 1060 Maitland Center Commons Blvd., Ste. 340 Maitland, FL 32751 Additional Owner Contact: c/o Metro Development Group 2502 N. Rocky Point Drive Tampa, FL 33607	27th Street East Bradenton, FL (Manatee County)	Mike Lawson, V.P. / CDD Chairman (813) 288-8078	Clearing, earthwork, paving underground utilities, collector roads, etc.	Project Start Date: 2/28/2017 Completion Date 7/05/2018	Site	\$ 3,739,594.09	\$ 4,142,301.05

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Waterset Phase 3C and Collector Roads NINP-Southend II, LLC c/o Newland Communities 777 S. Harbour Island Blvd., Ste. 320 Tampa, FL 33602	South of Big Bend Road (South of Apollo Beach Blvd), east of Hwy 41, north of 9th Ave NW and west of I-75 Apollo Beach, FL (Hillsborough County)	Owners Rep: Newland Communities Jeff Deason, Vice President (813) 448-5024 Owner's Contact: Doug South Phone: (813) 620-3555	Sitework, grading, paving, concrete, underground utilities (i.e., storm, sanitary, water, reclaimed water, etc.	Project Start Date: 2/28/2017 Completion Date 6/28/2018	Site	\$ 10,242,308.93	\$ 11,410,595.57
Enclave at Channing Park Phase 2 (Allen Property) Taylor Morrison of Fla., Inc. 551 N. Cattlemen Road, Ste 200 Sarasota, FL 34232	South of Dorman Road and west of Boyette Road Lithia, FL (Hillsborough County)	Jeff Deason, Vice President (813) 448-5024	Earthwork, paving, underground utilities (i.e., water, wastewater, storm drainage), offsite improvements	Project Start Date: 9/27/2017 Completion Date 6/15/2018	Site	\$ 1,430,137.08	\$ 1,457,546.97
Arbor Woods School Grading Taylor Morrison of Fla., Inc. 551 N. Cattlemen Road, Ste 200 Sarasota, FL 34232	The intersection of S.R. 56 and Northwood Palms Blvd., East of I-75 Wesley Chapel, FL (Pasco County)	Jeff Deason, Director, Land Resources (813) 838-7838	Cleaning and Earthwork	Project Start Date: 3/29/17 Completion Date 5/16/18	Site	\$ 374,158.68	\$ 374,158.68
E. Diana Street - New Nuccio Area Community Park (Hillsborough County Stormwater WORCS Term Contract) Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd Tampa, FL 33601	East Diana Street from 45th Street to 47th Street Tampa, FL (Hillsborough County)	George Drummond, Construction Services (813) 301-7087	Clearing & grubbing, excavation, milling, paving, MOT, erosion control, concrete, Performance Turf Sod, stripping, signage, MOT, etc.	Project Start Date: 9/21/17 Completion Date 5/16/18	Site	\$ 490,239.54	\$ 451,850.21
Little Harbor Phase 1A Townhomes Len-Little Harbor, LLC c/o Lennar Homes 4600 W. Cypress Street Tampa, FL 33607	606 Seagrape Drive Ruskin, FL 33570 (Hillsborough County)	Randy Smith (813) 574-5665	Earthwork, paving, underground utilities, roadway	Project Start Date: 2/16/18 Completion Date 4/27/18	Site	\$ 268,002.05	\$ 270,871.79
Arbor Woods Trail Construction Phase 2 (The Woods Bike Trail & Water Main Loop) Taylor Morrison of Fla., Inc. 551 N. Cattlemen Road, Ste 200 Sarasota, FL 34232	The intersection of S.R. 56 and Northwood Palms Blvd., East of I-75 Wesley Chapel, FL (Pasco County)	Jeff Deason, Director, Land Resources (813) 448-5024	Bike Trail (Rough grading, paving, sod, seed & mulch), potable water and storm drainage.	Project Start Date: 2/01/2018 Completion Date 4/13/2018	Site	\$ 98,271.00	\$ 94,134.50
Bayberry Woods Sunrise Homes 3658 Erindale Drive Valrico, FL 33596	Gibsonton Drive Approximately 0.5 miles east of U.S. Hwy. 41 (east of Gloria Street, north of Nundy Ave.) Gibsonton, FL (Hillsborough County)	Ali Hasbini (813) 681-8419 ahasbini@sunrisehomescorp.com	38 Single Family Residential Subdivision Earthwork & clearing, underground utilities (i.e., storm drainage, sanitary sewer, potable water), offsite force main, etc.	Project Start Date: 5/30/2017 Completion Date 4/26/2018	Site	\$ 900,000.00	\$ 900,000.00

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Esplanade Phases 2D, 3A and 3B Taylor Morrison of Fla., Inc. 551 N. Cattlemen Road, Ste 200 Sarasota, FL 34232	North of New Tampa Blvd. West of Bruce B. Downs Blvd. and East of I-75 (off Hammocks Glen Blvd.) Tampa, FL (Hillsborough County)	Jeff Deason Office: (813) 448-5024	132 Single Family Residential Subdivision Earthwork, paving, underground utilities (i.e., water, wastewater, storm drainage), etc	Project Start Date: 7/13/2017 Completion Date 4/13/2018	Site	\$ 1,712,915.00	\$ 1,741,439.99
Esplanade (Greco) Mass Grading Taylor Morrison of Fla., Inc. 551 N. Cattlemen Road, Ste 200 Sarasota, FL 34232	North of New Tampa Blvd. West of Bruce B. Downs Blvd. and East of I-75 (off Hammocks Glen Blvd.) Tampa, FL (Hillsborough County)	Jeff Deason, Director, Land Resources (813) 448-5024	Cleaning & Haul off debris, earthwork on-site, compacted fill, import fill from school site, finish grading, erosion control, etc	Project Start Date: 5/14/2017 Completion Date 4/13/2018	Site	\$ 595,061.41	\$ 895,128.89
WORCS - Jean Street Drainage Improvements Stormwater Work Order Construction Services - Term Contract Hillsborough County Public Dept. of Procurement Services County Center 601 E. Kennedy Blvd. Tampa, FL 33601	Between Maple Lane and Bypass Canal Tampa, FL (Hillsborough County)	Marze Monroe, Sr. Project Manager (813) 307-1761	Roadway: 0.169 Miles Cleaning & grubbing, lateral ditch excavation, embankment, paving, storm drainage, concrete, shoulder rework, performance turf, sod, etc.	Project Start Date: 7-19-17 Completion Date 4/6/2018	Site	\$ 258,147.16	\$ 271,563.36
Silverado Phases 6, 8, 9A Silverado CDD c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33602	Eiland Blvd Zephyrhills, FL (Pasco County)	Mike Lawson, V.P./CDD Chairman Sean O'Connor, P.M. (813) 288-8078	Earthwork, cleaning, paving, drainage, sewer and potable water, etc.	Project Start Date: 6/23/2017 Completion Date 3/21/2018	Site	\$ 1,76,748.63	\$ 1,918,469.73
Sereno Phase 4B (Additional) DG Farms CDD c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33602	North of S.R. 674, East of U.S. Hwy. 301 Sun City, FL (Hillsborough County)	Chris Stephens, Project Manager Mike Lawson, V.P./CDD Chairman (813) 288-8078	Earthwork, paving, drainage, sewer, potable water, etc.	Project Start Date: 8/24/2017 Completion Date 02/19/2018	Site	\$ 301,865.15	\$ 254,818.99
Hidden Creek - Forest Brooke Active Adult Collector Road, 1st Ext., Phases 1A & 1B, Mass Grade Phase 2A Amenity Center c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33602	At or near the intersection of Bishop Road and West Lake Drive, South of S.R. 674, east of Hwy. 301, west of West Lake Street Wimauma, FL (Hillsborough County)	Mike Lawson (813) 288-8078	Collector Road (1st Extension): Paving, storm, sanitary, water, etc. Subdivision Infrastructure: mass grading, cleaning, grubbing, paving, storm, sanitary, water, etc.	Project Start Date: 6/19/2017 Completion Date 1/31/2018	Site	\$ 3,910,969.72	\$ 2,263,121.08

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Hidden Creek - Forest Brooke Contract 1: Collector Road, Phase 1 and Lift Station c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33602	At or near the intersection of Bishop Road and West Lake Drive, South of S.R. 674, east of Hwy. 301, west of West Lake Street Winnama, FL (Hillsborough County)	Mike Lawson (813) 288-8078	Collector Road: Clearing, earthwork, paving, underground utilities, etc. Phase 1: Clearing, earthwork, paving, underground utilities, etc. Lift Station: Earthwork, paving, underground utilities, etc.	Project Start Date: 10/24/2016 Completion Date 1/30/2018	Site	\$ 3,711,307.00	\$ 3,899,440.81
Hidden Creek - Forest Brooke Contract 2: Phase 2, Phase 3 and Collector Road c/o Metro Development Group 2502 N. Rocky Point Dr. Tampa, FL 33602	At or near the intersection of Bishop Road and West Lake Drive, South of S.R. 674, east of Hwy. 301, west of West Lake Street Winnama, FL (Hillsborough County)	Mike Lawson (813) 288-8078	Phase 2, Phase 3 and Collector Road: Clearing, grubbing, paving underground utilities, etc.	Project Start Date: 10/24/2016 Completion Date 1/31/2018	Site	\$ 3,851,521.69	\$ 2,263,121.08
The Ridge at Wiregrass Phase 2 and Mass Grading Phase 3 Pasco County Assoc., II, LLLP 1600 Sawgrass Corp. Pkwy., Ste. 400 Sunrise, FL 33323	East of Bruce B. Downs Bld., north of C.R. 579, south of Hwy. 54, west of Morris Bridge Road Wesley Chapel, FL (Pasco County)	GL Homes Contact: John Strowbridge (813) 299-0738	MOT, demo, erosion control, clearing, earthwork, paving, striping, signage, concrete, storm, sanitary, force main, water, reuse, offsite, etc.	Project Start Date: 7/08/16 Completion Date 1/30/2018	Site	\$ 9,511,790.90	\$ 10,514,314.35
The Ridge at Wiregrass Phase 3 Infrastructure Pasco County Assoc., II, LLLP c/o GL Homes 1600 Sawgrass Corp. Pkwy., Ste. 400 Sunrise, FL 33323	south of S.R. 56, east of Mansfield Blvd. (SE corner of The Ridge Phase 2) Wesley Chapel, FL (Pasco County)	(954) 753-1730	Clearing, earthwork, paving, striping, signage, storm, sanitary water, reuse, concrete	Project Start Date: Completion Date 1/30/2018	Site	\$ 816,115.03	\$ 891,287.48
Holloway Road Drainage Improvements Phase 2B Hillsborough County B O C C. c/o Dept of Procurement Services 601 East Kennedy Blvd., 25th Floor Tampa, FL 33602	Near intersection of Holloway Road & Mudd Lake Road (South of Holloway Road, west of Mudd Lake Road) Plant City, FL (Hillsborough County)	Thomas Sheridan (813) 301-7087	MOT, survey, erosion control, clearing & grubbing, subsoil excavation, embankment, paving, concrete, storm, etc.	Project Start Date: 6/18/2015 Completion Date 1/31/2018	Site	\$ 794,212.21	\$ 698,868.00
Waverley Land Experts LLC c/o Medallion Homes Gulf Coast, Inc. 1651 Whitfield Ave. Sarasota, FL 34243	Clark Road and Proctor Road Bradenton, FL (Sarasota County)	Pete Logan (941) 359-9000	Sitework: Earthwork, underground utilities (including reuse water), paving, etc.	Project Start Date: 11/20/2015 Completion Date 01/26/2018	Site	\$ 9,834,638.95	\$ 10,073,753.70

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Park Creek Phase 3 Dune Florida Land / Sub, LLC c/o Metro Development Group, LLC 2502 N. Rocky Point Drive, Ste 1050 Tampa, FL 33602 Contractor: D R Horton 12602 Telecom Drive North Tampa, FL 33637	U.S. Highway 301 and Tucker Jones Road Riverview, FL (Hillsborough County)	John Snyder, Land Development Manager (813) 549-1924 4025 S. Pipkin Road Lakeland, FL 33811 Contact: Mike Lawson, V.P. (813) 288-8078	Earthwork, stripping site of vegetation & grasses, asphalt paving, concrete, underground utilities, construction of right turn lane, etc.	Project Start Date: 4/30/2017 Completion Date 1/22/2018	Site	\$ 1,349,161.69	\$ 994,628.03
Waterleaf (Phases 4C & 5B and Ph 5B - Offsite) Waterleaf Community Development District c/o DPRG 1060 Midland Center Commons Blvd., Ste. 340 Maitland, FL 32751	Big Bend Road and Balm Riverview Road Riverview, FL (Hillsborough County)	Metro Development Group 2502 N. Rocky Point Dr., Ste 1050 Tampa, FL 33607 Contact: Mike Lawson, V.P. (813) 288-8078	Cleaning, earthwork, paving, storm, sanitary, water, entrance road, offsite	Project Start Date: 4/19/2016 Completion Date 12/28/2017	Site	\$ 1,067,842.59	\$ 3,286,648.02
Oak Creek (Falkenburg Road) Taylor Morrison of Fla., Inc. 1413 Tech Blvd., Ste. 125 Tampa, FL 33619	South of Progress Blvd., east of 78th St. Chair Mel City, FL Hillsborough County	Jeff Deason (941) 554-2888	Earthwork, 78th Street right turn lane (south), paving, water, drainage	Project Start Date: 9/01/16 Completion Date 12/07/2017	Site	\$ 1,321,168.33	\$ 1,403,286.04
Crossroads Commerce Center Blue Steel Development, LLC 506 S. Florida Ave., Ste 800 Lakeland, FL 33801	4330 Williams Road Tampa, FL 33610 Hillsborough County	Tiger Contracting, LLC (General Cont.) Marobay Construction, Inc. 4025 S. Pipkin Road Lakeland, FL 33811 Contact: Lee Burton, Project Manager (863) 904-2983	Entrance Road, storm, sanitary, force main, water, fire, Buildings 1 & 2: storm, sanitary, water, fire Offsite: site clearing, earthwork, asphalt paving, concrete, storm, force main, water	Project Start Date: 10/24/16 Completion Date 11/20/17	Site	\$ 1,838,399.49	\$ 1,970,522.69
Lakewood Ranch - 44th Ave. East Phase III Lakewood Ranch Stewardship District 14400 Covenant Way Lakewood Ranch, FL 34202	South of S.R. 64, east of Lakewood Ranch Blvd. on 44th Ave East, west of Loiraine Road, north of S.R. 70 Manatee County	Robert Engel, P.E. c/o Stantec Phone: (941) 907-6900	Excavation, irrigation, roadways & pavement, utilities, demolition, PVC conduit crossings	Project Start Date: 6/29/2015 Completion Date 10/31/2017	Site	\$ 2,746,867.48	\$ 1,446,645.47
Cypress Creek Town Center North Infrastructure Improvements (East Extension) Pasco 54, Inc. 509 Guisando De Avila Tampa, FL 33613	Northeast corner of S.R. 56 and C.R. 54, west of I-75, east of Cypress Creek	Brent Whitley	Road Construction, underground utilities (i.e. storm drainage, sanitary water, reclaimed water), MOT, sodding, seed & mulch, erosion control, etc.	Project Start Date: 3/13/2016 Completion Date 3/07/2017 (Payment) 8/12/2016 (Completion)	Site	\$ 1,874,818.87	\$ 2,173,452.20
Gibsonton Square - Pond, East Bay Road and New East Bay (Contract 1 of 3) Gibsonton Theater, LLC c/o Anthony Properties Tampa, FL 33601	16120 Fishhawk Blvd., Lithia, FL 33547 Hillsborough County, FL	Ron Calhoun c/o Strathmore Development Phone: (614) 416-8074 Email: ronc@strathmoredev.com	Infrastructure Sitework including, but not limited to, earthwork, clearing & grubbing, pond underdrain, road improvements (paving, etc.), storm drainage, lift station, concrete, etc.	Project Start Date: 8/31/15 Completion Date: 5/03/17	Site	\$2,304,147.14	\$ 2,175,259.75

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Gibsonton Square - Theater Improvements (Contract 2 of 3) Gibsonton Theater, LLC c/o Anthony Properties Tampa, FL 33601	South of Gibsonton Drive, West of I-75, East of East Bay Road and North of Old East Bay road	Ron Calhoun c/o Strathmore Development Phone: (614) 416-8074 Email: ronc@strathmoredev.com	Site Work in connection with the Theater Improvements on the Theater Parcel (earthwork, paving, drainage, utilities, clearing, wetland onsite mitigation, and other offsite improvements)	Project Start Date: 8/31/15 Completion Date: 1/25/17	Site	\$1,241,819.90	\$ 1,302,793.49
Gibsonton Square - Roadway "A" and "B" (Contract 3 of 3) Gibsonton Theater, LLC c/o Anthony Properties Tampa, FL 33601	South of Gibsonton Drive, West of I-75, East of East Bay Road and North of Old East Bay Road	Ron Calhoun c/o Strathmore Development Phone: (614) 416-8074 Email: ronc@strathmoredev.com	Roadwork	Project Start Date: 8/31/15 Completion Date: 1/11/17	Site	\$703,458.45	\$ 796,221.25
Port Redwing Improvements Phase VI - Rail Line Tampa Port Authority (D/B/A Port Tampa Bay) 1101 Channel Side Drive Tampa, FL 33602 Mike Seifert, Project Manager Phone: (813) 905-5012 Email: mseifert@tampaport.com	Port Redwing Tampa, FL (Hillsborough County)	General Contractor: Queen City Railroad Construction, Inc. 2709 Eyrington-Solvey Road Knoxville, TN 37931 Contact: Tom Ramlar, P.M. Phone: (865) 692-1902 Email:	MOT, clearing & grubbing, excavation, railroad subgrade embankment, storm drainage, MSE retaining wall, removal of unsuitable material, etc.	Project Start Date: Completion Date: 1/12/2017	Site	\$2,729,645.33	\$ 2,432,894.69
FishHawk Sports Complex Expansion Phase 1 Hillsborough County Board of County Commissioners 601 E. Kennedy Blvd., 23rd Floor Tampa, FL 33601	16120 FishHawk Blvd., Lithia, FL 33547 Hillsborough County, FL	Chris Postiglione, Project Manager (813) 273-3769	All structures, equipment, sitework and site improvements, offsite work including demo, paved areas, landscaping, irrigation, walkways, curb cuts, roadway, sewer, water, power, and other utility lines & systems, parking areas, storm drainage system, etc.	Project Start Date: 7/31/15 Completion Date: 2/09/17	Site	\$2,193,000.00	\$ 2,191,170.35
Mirabella Subdivision Phase 2B Wiregrass CDD 572 Mirabella, LLC 1111 S. Armenia Ave., Suite 201 Tampa, FL 33609	C. R. 672 Riverview, FL	Jeff Hills, Eisenhower Property Group Phone: (813) 363-4888	Earthwork, drainage, paving, erosion control, demolition, sanitary sewer and water system.	Project Start Date: 5/3/15 Completion Date: 10/21/16	Site	\$1,141,287.50	\$ 1,168,581.50
Lake Howard Trail Phase II City of Winter Haven, Florida 551 3rd Street NW Winter Haven, FL 33881	Lake Howard between Avenue D NW to Avenue G NW Winter Haven, FL (Polk County)	City of Winter Haven Contact: Andy Palmer Phone: (863) 291-5656	Sitework: Earthwork, Paving, MOT, Excavation, Embankment, Concrete, Underground Utilities, Signage, etc.	Project Start Date: 7/28/15 Completion Date: 10/20/16	Site	\$ 1,695,931.16	\$ 1,779,937.54
Hueiland Pond Boulevard Wiregrass CDD 5844 Old Pasco Road Wesley Chapel, FL 33244	Pasco County, FL	Wiregrass CDD Contact: Mike Gramling Phone: (813) 988-9171	Sitework: Earthwork, Paving, Underground Utilities, Signage, etc.	Project Start Date: 6/02/2015 Completion Date: 10/14/2016	Site	\$ 4,804,199.61	\$ 4,287,055.02
Summerfield Crossing Village 1 Tract 1 U.S. Home Corporation c/o Lomar Homes 4600 West Cypress St., Ste 200 Tampa, FL 33607	North of Big Bend Road, East of Highway 301 Riverview, FL (Hillsborough County)	Lemar Homes Contact: Ben Gainer Phone: (813) 547-5665 Fax: (813) 574-5703	Sitework: Excavation, Clearing & Grubbing, Import/Export Fill, Erosion Control, Roads & Paving, Underground Utilities, etc.	Project Start Date: 7/09/2015 Completion Date: 09/20/2016	Site	\$ 1,380,812.50	\$ 1,382,822.50

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Port Redwing Improvements Phase IV Concrete Paving & Access Road The Tampa Port Authority D/B/A Port Tampa Bay 1101 Channelside Drive Tampa, FL 33602	South of Gibsonton	Contact: Mike Seifert, Project Manager Phone: (813) 905-5012	Cleaning & Grubbing, concrete work, asphalt, base, embankment, excavation, signing & striping, seeding, mulching, soodling, etc.	Project Start Date: 8/13/2015 Completion Date 08/31/2016	Site	\$ 1,445,370.00	\$ 1,353,303.00
Sunshine Village Blvd. 1st Extension Lennar Homes, LLC 4600 Cypress Street, Ste. 200 Tampa, FL 33607	Highway 301 South, South of S. R. 674 Wimauma, FL (Hillsborough County)	Lennar Homes Contact: Ben Gainer (Project Mgr.) Phone: (813) 547-5665 Fax: (813) 574-5703	Sitework: Earthwork, Clearing & Grubbing, Import/Export Fill, Erosion Control, Roads & Paving, Underground Utilities, etc.	Completion Date 08/04/2016	Site	\$ 2,091,966.89	\$ 1,392,113.29
Sunshine Village Phase 2 Amenity Site Lennar Homes, LLC 4600 Cypress Street, Ste. 200 Tampa, FL 33607	Highway 301 South, South of S. R. 674 Wimauma, FL (Hillsborough County)	Lennar Homes Contact: Parker Hiron, Ben Gainer (Site) Phone: (813) 547-5665 Fax: (813) 574-5703	Sitework: Earthwork, Grading, Clearing & Grubbing, Import/Export Fill, Erosion Control, Roads & Paving, Underground Utilities, etc.	Completion Date 08/04/2016	Site	\$ 382,257.13	\$ 341,329.63
South Fork - Ambleside Boulevard Parcel O, LLC (Developer) South Fork III CDD c/o Meritus Group 5680 W. Cypress Street, Suite A Tampa, FL 33507	Northeast of Big Bend Road and U. S. Hwy. 301 Riverview, FL (Hillsborough County)	Brian Lamb / Jimmy Paleveda Phone: (813) 873-7300	Sitework: Earthwork, Paving, Storm, Sanitary, Water, etc.	Project Start Date: 1/10/2016 Completion Date 07/29/2016	Site	\$ 807,746.69	\$ 828,823.75
South Fork - Parcel O (Phase 1 & Mass Grade Phase 2) Parcel O, LLC (Developer) Pulte Home Corporation 2662 S. Falkenburg Road Riverview, FL 33578	Northeast of Big Bend Road and U. S. Hwy. 301 Riverview, FL (Hillsborough County)	Michael Praelend Phone: (813) 447-1106	Sitework: Earthwork, Paving, Storm, Sanitary, Water, etc.	Project Start Date: 1/10/2016 Completion Date 07/20/2016	Site	\$ 1,342,758.48	\$ 1,440,142.38
South Fork - Parcel P (Phases IA, IB & Alt I Phase 2) South Fork III CDD c/o Meritus Group 5680 W. Cypress Street, Suite A Tampa, FL 33507	Northeast of Big Bend Road and U. S. Hwy. 301 Riverview, FL (Hillsborough County)	Michael Praelend Phone: (813) 447-1106	Sitework: Earthwork, Paving, Storm, Sanitary, Water, etc.	Project Start Date: 1/10/2016 Completion Date 07/20/2016	Site	\$ 1,618,761.60	\$ 1,496,520.34
Lakewood Ranch - Gatewood Drive Extension Lakewood Ranch Stewardship District 14400 Covenant Way Lakewood Ranch, FL 34202	South of S. R. 64, east of Lakewood Ranch Blvd., North of 44th Ave. East Bradenton, FL (Manatee County)		Sitework: Earthwork (clearing & grubbing, lake excavation, erosion control, etc.), paving, storm drainage, sanitary sewer system, water distribution system, etc.	Project Start Date: 6/29/2015 Completion Date 07/19/2016	Site	\$ 1,645,630.74	\$ 1,247,417.58
Sunshine Village Phase 2 Lennar Homes, LLC 4600 Cypress Street, Ste. 200 Tampa, FL 33607	Highway 301 South, South of S. R. 674 Wimauma, FL (Hillsborough County)	Parker Hiron Ben Gainer, P.M. (813) 574-5700	Sitework: Earthwork, Grading, Clearing & Grubbing, Import/Export Fill, Erosion Control, Roads & Paving, Underground Utilities, etc.	Project Start Date: 08/19/2015 Completion Date 06/29/2016	Site	\$ 2,305,343.17	\$ 2,287,014.00

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
River Bend West Phase 1 Lennar Homes, LLC 4600 W. Cypress Street, Suite 200 Tampa, FL 33607	362 Cascade Bend Drive Ruskin, FL (Hillsborough County)	Parker Hiron Phone: (813) 547-5665 Fax: (813) 574-5703 Email: Parker.Hiron@Lennar.com	Sitework: Earthwork, storm drainage, sanitary sewer System, water distribution system, etc	Project Start Date: 9/15/2015 Completion Date 06/29/2016	Site	\$ 3,806,291.47	\$ 3,982,839.87
Fern Hill Subdivision Lennar Homes, LLC 4600 W. Cypress Street, Suite 200 Tampa, FL 33607	Riverview, FL (Hillsborough County)		Sitework: Earthwork, storm drainage, sanitary sewer System, water distribution system, etc	Project Start Date: 5/31/2015 Completion Date 06/10/2016	Site	\$ 3,584,938.00	\$ 3,948,296.50
Chancey Road - Phase 2 Sierra BBD Property, LLC and Locust Branch, LLC 201 N Franklin Street, Ste. 2000 Tampa, FL 33602 Phone: (813) 288-7687	Wesley Chapel, FL Pasco County, FL	King Engineering Associates, Inc. Larry Kistler Phone: (813) 880-8881	The project includes a Roads Portion and a Utilities Portion, and the entire project roadway, ponds, underground utilities, signage, etc.	Project Start Date: 10/31/14 Completion Date: 12/04/15	Site	\$2,482,969.80	\$ 3,312,706.00
Sunshine Village - Ph. 1A-1, 1B-1, 1B-2, 1C Lennar Homes, LLC (Owner) 4600 West Cypress Street., Suite 200 Tampa, FL 33607	Hwy. 301 & 674 Ruskin, FL Hillsborough County	Parker Hiron Phone: (813) 547-5665 Fax: (813) 574-5703 Email: Parker.Hiron@Lennar.com	Earthwork, excavation, erosion control, roads & paving, drainage & stormwater distribution, sanitary sewer, surveying	Project Start Date: 4/27/2014 Completion Date: 5/21/2015	Site	\$ 4,192,055.35	\$ 5,010,577.95
Carriage Pointe South Phases 2B - 2F Carriage Pointe Partners LLC 111 South Armenia Avenue, Suite 201 Tampa, FL 33609	Symmes Road Gibsonton, FL 33524	Jeff Hill, Vice President (813) 363-4888	Earthwork, roads & paving, drainage & stormwater distribution, sanitary sewer, potable water etc.	Project Start Date: 3/23/2015 Completion Date: 5/20/2016	Site	\$ 2,035,031.00	\$ 2,137,218.00
Hawk's Pointe Phase N Townhomes Lennar Homes, LLC (Owner) 4600 West Cypress Street., Suite 200 Tampa, FL 33607	19th Ave., NE & 21st Street NE Ruskin, FL Hillsborough County	Parker Hiron Phone: (813) 547-5665 Fax: (813) 574-5703 Email: Parker.Hiron@Lennar.com	Earthwork, grading, clearing, grubbing, import/export fill, erosion control roads, paving, striping, signage, storm drainage, water distribution, sanitary sewer, sleeving & crossings, surveying	Project Start Date: 4/22/2015 Completion Date 9/30/2016	Site	\$ 1,021,493.94	\$ 1,051,004.87
Wynnere East Phase 1 Wyn Group LLC (Owner) 346 E. Central Avenue Winter Haven, FL 33880	11th Avenue NE and 18th Street NE Ruskin, FL Hillsborough County	Remie Heath Phone: (863) 508-1070 Fax: (863) Email: rheath@cassidyhomes.com	Earthwork, storm sewer, sanitary sewer, water distribution, paving, offsite improvements	Project Start Date: 1/19/2015 Completion Date: 8/31/2015	Site	\$ 2,252,832.11	\$ 2,625,563.55
Fern Hill Road - 10320 Eisenhower Property Group, LLC (Owner) 111 S. Armenia Ave., Suite 201 Tampa, FL 33609	10320 Fern Hill Drive Riverview, FL 33578 Hillsborough County	Jeff Hills Phone: (813) 363-4888 Fax: Email: jhills@hillseng.com	Clearing, grubbing and denucking of fish ponds, import fill, process fill, construction entrance and MOT	Project Start Date: 12/14/2014 Completion Date 2/3/2015	Site	\$ 178,000.00	\$ 253,000.00
The Oaks at Shady Creek Phase 1 Lennar Homes, LLC (Owner) 4600 West Cypress Street., Suite 200 Tampa, FL 33607	U. S Highway 301 Riverview, FL Hillsborough County	Paulo Beckett Phone: (813) 547-5665 Fax: (813) 574-5703 Email: paulo.beckett@lennar.com	Earthwork, excavating, mass grading, roads & paving, storm drainage, sanitary sewer, force main, lift station, and water distribution	Project Start Date: 10/24/2014 Completion Date 7/31/2015	Site	\$ 4,448,846.95	\$ 4,747,161.08

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
The Reserve at Pradera (Ika Lodato) Beazer Homes Corp. 9422 Camden Field Parkway Riverview, FL 33578	Southwest of Intersection of Big Bend Road & Balm Riverview Road, Riverview, FL, Hillsborough County	Michael Pienfel Phone: (813) 418-0840 Fax: (813) 663-9493 Email: michael.pienfel@beazer.com	Earthwork, base & paving, potable water distribution, sanitary sewer and storm drainage	Projected Start Date: 4/30/2014 Completion Date 5/29/2015	Site	\$ 4,176,048.90	\$ 5,554,117.17
Port Redwing Material Lot Gulf Coast Bulk Equipment 2327 South Dock Street Palmetto, FL 34221	Hillsborough County, FL	Richard Tager, President (941) 417-7953	Earthwork, paving, storm drainage, potable water, etc.	Project Start Date: 4/16/2016 Completion Date 8/27/2016	Site	\$ 676,817.56	\$ 854,084.27
Coral Creek Ecosystem Restoration Charlotte Harbor Preserve State Park Rotonda Blvd. S Rotonda West, FL 33947	Rotonda West, FL	Stephanie Powels (852) 796-7211	Approx. 65 acres of work consisting of clearing & grubbing, soil removal, ditch backfilling/grading, exotic/nuisance plant species removal, wetland plantings, dewatering, sod, concrete, steel, filter marsh/berm construction and borrow pit expansion and enhancement.	Project Start Date: 8/06/2015 Completion Date 3/17/2015 (Final Bill)	Site	\$ 764,630.00	\$ 649,150.07
Wynnmore West Phase 1 CHW Group, LLC 346 E Central Ave. Winter Haven, FL 33880	Ruskin, FL	Rennie Heath (863) 508-1070	Site excavation, ramps, sidewalk, curb, weir walls, water service, pump station, roads	Project Start Date: 4/28/2014 Completion Date 2/20/2015	Site	\$ 2,528,436.00	\$ 2,528,436.85
Waterleaf Subdivision Phase 3A & 3B Balm Riverview Rd. & Big Bend Rd Riverview, FL 33579 Waterleaf CDD c/o Metro Development Group	Riverview, FL	Tony Brauman Senior Project Manager (813) 288-8078 tbrauman@mdg-florida.com	Construction and/or installation of various infrastructure improvements for Phases 3A & 3B including clearing, earthwork, paving, drainage, potable water, sanitary, sanitary sewer and storm water management. (Some material by Owner)	Project Start Date: 8/11/2014 Completion Date 1/31/2015	Site	\$ 980,392.00	\$ 986,739.69
The Estuary -Palm River Road Extension & Delaney Lake Intersection Improvements 10th Ave. South & S. Falkenburg Rd. Tampa, FL 33619 The Estuary CDD c/o TSP Companies P. O. Box 1016 Tampa, FL 33602	Tampa, FL	Tim Powell-President/Project Manager (813) 220-8682 tspco@tampabay.fl.com	Sitework to include road extension, signalization and turn lane. Modifications including MOT, survey, erosion control, tree planting, demo of existing curb, sidewalk, storm sewer and storm structures, clearing & grubbing, impert fill, sodding, seed, mulch, dewatering, deleterious soils removal, anchor block retaining wall w/handrail, paving, concrete sidewalk & curb, handrail, guardrail, striping & signage, pppe, precast, jack & bore.	Project Start Date: 1/16/2014 Completion Date 1/01/2015	Site	\$ 4,572,144.57	\$ 3,770,968.98

Project Name Owner / Developer Name and Address	Project Location	Owner's Representative	Detail Description of Work Performed	Project Start / Completion Dates	Type of Project	Original Contract Amount	Final Contract Amount
Carrollwood Village N Culvert replacement - WORCS Project Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	Hillsborough County	Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	MOT, Survey, Audio Video Survey, Manhole/Inlet Cleaning & Sealing, Pipe Desilting, Pipe Liner	Project Start Date: 8/5/14 Completion Date 3/02/2015	Site	\$ 279,892.00	\$ 279,892.00
Old Orchard Dr. - WORCS Project Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	Hillsborough County	Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	MOT, Survey, Inlets, Manhole/Inlet Cleaning & Sealing, Pipe Desilting, Pipe Liner, Transfer Pumps	Project Start Date: 8/5/14 Completion Date: 3/2/2015	Site	\$ 219,896.00	\$ 219,896.00
Genet Ct. Sun City Drainage Repair - WORCS Project Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	Hillsborough County	Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	MOT, Survey, Audio-Video Survey, Silt Fence, Cleaning & Grubbing, Inlets, Manholes, Drainage Structures, Manhole/Inlet Cleaning & Sealing, Grate Replacement, Pipe Concrete Culvert, Pipe Desilting, Mitered End Section, Pipe Liner, Curb Concrete, Fencing, Sod, Landscape, Irrigation Repair, Finish Grading	Project Start Date: 9/12/14 Completion Date: 3/12/2015	Site	\$ 86,383.00	\$ 78,988.00 CO
Fountain Ave -WORCS Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	Hillsborough County	Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	MOT, Survey, Inlets, Manhole/Inlet Cleaning & Sealing, Pipe Desilting, Pipe Liner, Grate Replacement	Project Start Date: 8/21/14 Completion Date: 3/2/2015 Final Bill 3/27/15	Site	\$ 38,640.00	\$ 34,780.00
Presidential St. Culvert Repl. WORCS Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	Hillsborough County	Hillsborough County 601 E. Kennedy Blvd., 18th Floor Tampa, FL 33602	MOT, Survey, Inlets, Manhole/Inlet Cleaning & Sealing, Pipe Desilting, Pipe Liner, Grate Replacement, Clearing,	Project Start Date: 11/5/14 Completion Date: 3/5/2015 Final Bill 3/20/15	Site	\$ 64,065.00	\$ 46,156.00



Evaluation Criteria

**Experience : CDD Project
Reference List**

Roadway Project Reference List

Falkenburg Road Extension

Taylor Morrison Of Florida
551 North Cattlemen Rd, suite 200
Sarasota , FL 34232
(941)371-3008 - Jeff Deason

Project Scope of Work / Details:

- Contract Amount: \$1,321,168.33
- Roadway Construction and/or installation of various infrastructure improvements for Falkenburg roadway including paving, drainage, potable water, sanitary sewer and storm water management.

Lakeland Park Drive Connector

City of Lakeland
501 East Lemon St.
Lakeland, FL 33801
City Of Lakeland - Purchasing

Project Scope of Work / Details:

- Contract Amount: \$6,306,597,.76
- Roadway Construction and/or installation of various infrastructure improvements including Clearing, silt fence barrier, site excavation, sidewalks handicap ramps, fire hydrant, FDOT Barrier.

Chancey Road - Phase II

Locus Branch, LLC
3717 Turman Loop, suite 102
Wesley Chapel, FL 33544

Project Scope of Work / Details:

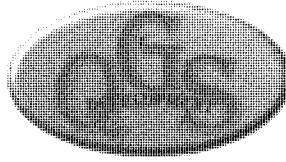
- Contract Amount: \$2,817,219.80
- Sitework to include road extension, signalization , turn lane, modifications including MOT, survey, erosion control, landscape, demo, sidewalk, storm sewer & structures, clearing, grubbing, dewatering, retaining wall, paving, sidewalk, guardrail, handrail, jack and bore, striping & signage.



Evaluation Criteria

QGS Supporting Documents

List of Mediation, Arbitration or Litigation Claims in the Past Five (5) Years



1450 S. Park Road ■ Plant City, Florida 33566
Phone: (800) 446-3326 ■ (813) 634-3326 ■ Fax (813) 634-1733

List of Mediation, Arbitration or Litigation Claims in the Past Five (5) Years

Claim 1:

February, 2020: QGS filed a Notice of Nonpayment to Penn-Florida Club Properties II, LLC for the Via Mizner Golf & County Club project in the amount of \$435,016.40. Penn-Florida issued a Bond to cover the amount of Nonpayment and legal fees associated with resolving this issue.

Claim 2:

January, 2020: QGS Development, Inc. notified BX2 Land Development, LLC (Subcontractor) with Notice of Termination for their services on the North Park Isles project. BX2 Land Development was requesting payment from QGS Development for their overruns which was not the fault of QGS.

Claim 3:

October, 2018: QGS Recorded a Claim of Lien for unpaid balance of \$145,420.35. Dispute was resolved in QGS' favor with Settlement Agreement dated 10/7/2019 and Owner made payments as agreed. Project work will continue upon receipt of revised plans and FDOT approval. (Apollo Beach Retail)

Claim 4:

April 13, 2016: National Lining Systems on the Rivera Country Club Renovation Project in Coral Gables, Florida. National Lining filed a claim for nonpayment of less than \$28,000 but did not provide sufficient information to establish liability and our bonding company is disputing the amount due to lack of substantiation. As of this date, National Lining's attorney is trying to schedule a hearing for this case.



Evaluation Criteria

QGS Supporting Documents

State of Florida Department of State Certificate of Registration

State of Florida

Department of State

I certify from the records of this office that Q.G.S. DEVELOPMENT, INC. is a corporation organized under the laws of the State of Florida, filed on November 23, 1982.

The document number of this corporation is G09432.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 12, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of January, 2022*



Randy Rhee
Secretary of State

Tracking Number: 9197528612CC

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

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



Evaluation Criteria

QGS Supporting Documents

Hillsborough County, Florida and Polk County, Florida Local Business Tax Receipts

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE
090.010000 GENERAL CONTRACTOR

EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO. 171807
RENEWAL

1 Employees	Receipt Fee	18.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00
	CGC1512412	

BUSINESS BARNES THOMAS
1450 S PARK RD
PLANT CITY, FL 33566

2022 - 2023

NAME BARNES THOMAS
MAILING QGS DEVELOPMENT INC
ADDRESS 1450 S PARK RD
PLANT CITY, FL 33566

Paid 21-0-502650
07/14/2022 58.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR
813-635-8200

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 133402

CLASS: B+

PAYMENT DUE BY: 09/30/2022

OWNER NAME	LOCATION
THOMAS BARNES	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
QGS DEVELOPMENT INC QGS DEVELOPMENT INC 1450 S PARK RD PLANT CITY, FL 33566	230150	CONTRACTOR GENERAL

SIGN HERESIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION
AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS
TRUE AND CORRECT.**AMOUNT DUE: 57.75**

PAID - 833862 07/14/2022 OPY

OLP 57.75 QGS DEVELOPMENT INC

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 133402

CLASS: B+

EXPIRES:

09/30/2023

OWNER NAME	LOCATION
THOMAS BARNES	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
QGS DEVELOPMENT INC QGS DEVELOPMENT INC 1450 S PARK RD PLANT CITY, FL 33566	230150	CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)**OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 833862 07/14/2022 OPY

OLP 57.75 QGS DEVELOPMENT INC



Evaluation Criteria

QGS Supporting Documents

Professional Business Licenses

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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



BARNES, THOMAS HOWARD

Q G S DEVELOPMENT INC
1450 S. PARK RD.
PLANT CITY FL 33566

LICENSE NUMBER: CGC1512412

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

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



BARNES, THOMAS HOWARD

Q G S DEVELOPMENT INC
1450 S. PARK RD.
PLANT CITY FL 33566

LICENSE NUMBER: CUC1224646

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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

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

RODI, JOSEPH SAM JR

Q G S DEVELOPMENT INC
1450 S PARK ROAD
PLANT CITY FL 33566

LICENSE NUMBER: CUC1224741

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



John Gatlin
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

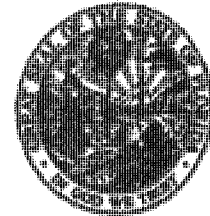
CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Joseph S Rodi Jr
Quality Turf, L.C. QGS Property Holdings
1450 S Park Rd
Plant City FL 33566

BUSINESS ORGANIZATION: QGS Development Inc Quality Turf 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: 07/01/2022
Type: 09
Class: 14
County: Hillsborough
License/Permit #: 191417-0001-2010
Expiration Date: 06/30/2024



Chief Financial Officer

RECEIVED

MAY 18 2022

BY: _____



Evaluation Criteria

QGS Supporting Documents

FDOT Certificate of Qualification



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

February 25, 2022

QGS DEVELOPMENT, INC
1450 S PARK ROAD
PLANT CITY, FLORIDA 33566

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING

Unless notified otherwise, this Certificate of Qualification will expire **4/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor" followed by a stylized flourish.

for Alan Autry, Manager
Contracts Administration Office

AA:cg



Evaluation Criteria

QGS Supporting Documents

Certificate of Insurance (For Information Purposes Only)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/7/2022

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

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

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C, No, Ext): 727-522-7777		FAX (A/C, No): 727-521-2902
	E-MAIL ADDRESS: certificates@w3ins.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Amerisure Ins. Co.	19488
INSURED QGS Development, Inc Quality Turf LLC Quality Turf, L.C. QGS Property Holdings 1450 S. Park Road Plant City FL 33566		INSURER B : Homeland Ins Co of New York	34452
		INSURER C : Great American Ins. Co.	16691
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2057478120 **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 SUBR INSP 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 checked="" type="checkbox"/> LOC OTHER:		GL20154041001	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> PIP		CA13003412801	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ \$10,000
C	<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 \$ 10,000		TUJ418951301	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N N / A	WC132436425	10/31/2022	10/31/2023	<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
B	Pollution Liab		7930018450007	2/7/2022	2/7/2023	Pollution Limit 2,000,000 Pollution Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pollution Liability is written on an Occurrence Basis - except non-owned disposal site liability which is claims made with a retro date of 2/7/2014. Deductible is \$10,000

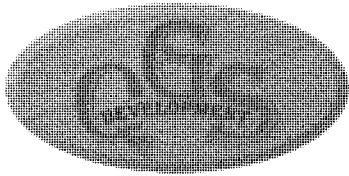
CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Evaluation Criteria

QGS Supporting Documents

Equipment Standard Rate Worksheet



1450 S Park Road ■ Plant City, FL 33566
 Phone: (813) 634-3326 ■ Fax: (813) 634-1733

STANDARD RATE WORKSHEET

Current as of 11-30-22

EQUIPMENT RATES		Operated Hourly Cost		
Trackhoe - JD 470		Hour	\$ 288.19	
Trackhoe - CAT336		Hour	\$ 239.79	
Trackhoe - JD 225		Hour	\$ 215.00	
Mini-Trackhoe		Hour	\$ 255.00	
Terex Mixer		Hour	\$ 345.06	
Loader		Hour	\$ 255.00	
Dozer JD 650		Hour	\$ 221.64	
Grader		Hour	\$ 257.94	
Skid Steer		Hour	\$ 255.00	
84" Drum Roller W/Shell Kit		Hour	\$ 173.24	
54" Drum Roller		Hour	\$ 142.99	
Plate Tamp		Hour	\$ 112.74	
Broom Tractor		Hour	\$ 155.09	
Water Truck - 4000 Gallon		Hour	\$ 265.00	
John Deere 750 Dozer		Hour	\$ 263.99	
18yd Dump Truck		Hour	\$ 173.24	
10yd Dump Truck		Hour	\$ 167.19	
40 Ton Off Road Dump		Hour	\$ 282.14	
Vacuum Truck	4/hr Min.	Hour	\$ 265.00	
TV Truck	4/Hr Min.	Hour	\$ 260.00	
LABOR RATES			BASE RATE	OVERTIME RATE
Superintendent		Hour	\$ 102.85	\$ 154.28
Foreman		Hour	\$ 84.70	\$ 127.05
General Labor		Hour	\$ 43.56	\$ 65.34

- ***Rates based upon minimum 8 hour work day.
- ***There will be no Mobilization/Demobilization of equipment already onsite.
- *** There will be no 8 hour minimum charged for equipment already onsite.
- ***Water Truck/Water Wagon Rates do not include water. Water will be billed at cost plus overhead/profit.
- ***Dump Fees of any kind are not included.
- ***Mobilization/Demobilization of Equipment will be billed @ \$600.00 per piece of Equipment.

OFFICIAL PROPOSAL FORM
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

TO BE SUBMITTED TO:

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
c/o District Manager
Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
(813) 994-1001

on or before February 20, 2023 at 3:00 P.M.

PUBLIC OPENING

TO: WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

FROM: DAVID NELSON CONSTRUCTION CO.

(Proposer)

In accordance with the Request for Proposals inviting proposals for **Wiregrass II Community Development District –Chancey Road Phase 3 Project** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to earthwork, stormwater/drainage improvements, water and wastewater systems, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. By submitting a proposal, Proposers understand and agree that the project shall be completed within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed.

All Work shall be performed in accordance with FDOT’s “Standard Specifications for Road and Bridge Construction,” 2017 Edition, Pasco County Engineering Services Department Testing Specifications for Construction of Roads, Storm Drainage and Utilities and the Pasco County Manual of Standards of Design and Construction of Water, Wastewater and Reclaimed Water Facilities (latest edition), in addition to any and all requirements included in the Project Manual and in accordance with the approved permits, plans and specifications.

All Proposals shall be for complete Work in accordance with the Drawings. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract Documents with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Bid Tabulation.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and any amendments thereto, General Conditions, Supplementary Conditions, the drawings, specifications, and supplementary information and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Bid Tabulation.

Addendum No. 1 Dated: 2 / 16 / 2023

Addendum No. 2 Dated: 2 / 16 / 2023

Addendum No. Dated: / /

Addendum No. Dated: / /

BID TABULATION

[Proposer to provide]

David Nelson Construction Co.

3483 Alternate 19
Palm Harbor, FL 34683
UNITED STATES

Phone: (727) 784-7624
Fax: (727) 786-8894

To: Wiregrass 2 CDD Address: Pasco Co, FL	Contact: Scott Sheridan Phone: Fax:
Project Name: Chancey Road Ph 3 Project Location: Wiregrass, Fl	Bid Number: 23-002 Bid Date: 2/20/2023

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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ADMINISTRATIVE

5	PROJECT MANAGEMENT AND SUPERVISION	12.000	MO	\$35,000.00	\$420,000.00
10	MAIN OFFICE OVERHEAD-6% OF COST	1.000	LS	\$608,000.00	\$608,000.00
15	CMAR FEE (PROFIT) - 5% OF COST	1.000	LS	\$507,000.00	\$507,000.00
20	PAYMENT AND PERFORMANCE BOND	1.000	LS	\$55,000.00	\$55,000.00
25	ADDED BOND PREMIUM COST FOR A 3 YEAR WARRANTY	1.000	LS	\$30,000.00	\$30,000.00
30	CONSTRUCTION FIELD OFFICE	365.000	DY	\$161.00	\$58,765.00
35	CONTRACTORS CONTINGENCY	1.000	LS	\$50,000.00	\$50,000.00
36	ALLOWANCE FOR PERMITS	1.000	LS	\$20,000.00	\$20,000.00

Total Price for above ADMINISTRATIVE Items: \$1,748,765.00

ASPHALT PAVING

125	TYPE SP 12.5 ASPHALT 2.0"	26,500.000	SY	\$14.14	\$374,710.00
130	FC-9.5 ASPHALT PAVING 1.0"	26,500.000	SY	\$9.82	\$260,230.00

Total Price for above ASPHALT PAVING Items: \$634,940.00

CONCRETE FLATWORK

200	CURB & GUTTER TYPE F	13,710.000	LF	\$24.00	\$329,040.00
205	SIDEWALK CONCRETE 4" THICK WITH FIBER	4,892.000	SY	\$53.00	\$259,276.00
210	SIDEWALK TACTILE SURFACE	268.000	SF	\$25.00	\$6,700.00
215	SIDEWALK RAMPS, CONCRETE 6" MIN. THICKNESS FDOT INDEX	107.000	SY	\$200.00	\$21,400.00
220	TRAFFIC SEPERATOR 4 FT	23.000	LF	\$100.00	\$2,300.00

Total Price for above CONCRETE FLATWORK Items: \$618,716.00

EARTHWORK

100	EXCAVATION REGULAR	99,000.000	CY	\$6.42	\$635,580.00
101	OVEREXC AND BACKFILL MITIGATION AREAS PER NOTES ON SHEET M1.03	1.000	LS	\$276,000.00	\$276,000.00
105	GRADING	1.000	LS	\$353,000.00	\$353,000.00
110	EXCAVATION BORROW (TM)	87,082.000	CY	\$19.20	\$1,671,974.40

Total Price for above EARTHWORK Items: \$2,936,554.40

EROSION CONTROL

60	EROSION CONTROL/SITE MAINTENANCE	1.000	LS	\$38,000.00	\$38,000.00
65	SOIL TRACKING PREVENTION DEVICE	1.000	EACH	\$3,000.00	\$3,000.00
75	SILT FENCE	5,500.000	LF	\$1.50	\$8,250.00
80	TURBIDITY BARRIER	1,100.000	LF	\$5.00	\$5,500.00
85	INLET PROTECTION SYSTEM	50.000	EACH	\$100.00	\$5,000.00
90	MOWING	14.000	ACRE	\$400.00	\$5,600.00

Total Price for above EROSION CONTROL Items: \$65,350.00

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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FENCING

255	5 STRAND BARBED WIRE FENCE AT 16 FT CENTERS	14,700.000	LF	\$5.25	\$77,175.00
260	16 FT GATE IN FENCE	1.000	EACH	\$850.00	\$850.00
Total Price for above FENCING Items:					\$78,025.00

HANDRAIL

265	PICKET RAILING FDOT 515-062	222.000	LF	\$98.50	\$21,867.00
Total Price for above HANDRAIL Items:					\$21,867.00

LANDSCAPING

230	SODDING, BAHIA - ROAD AND PONDS	49,100.000	SY	\$2.78	\$136,498.00
235	SEED AND MULCH MASS GRADED AREA	31,861.000	SY	\$0.50	\$15,930.50
240	IRRIGATION SLEEVES 2" 4" 6"	2,600.000	LF	\$35.00	\$91,000.00
245	MITIGATION PLANTINGS-SEE M SHEETS	1.000	LS	\$212,000.00	\$212,000.00
250	LANDSCAPE TREES - 2" CALIPER-SEE SHEET C4.06 FOR SPECS	46.000	EACH	\$400.00	\$18,400.00
251	REPLACEMENT TREES	133.000	EACH	\$550.00	\$73,150.00
Total Price for above LANDSCAPING Items:					\$546,978.50

MAINTENANCE OF TRAFFIC

70	TEMP PAVED ENTRANCE	400.000	SY	\$34.00	\$13,600.00
Total Price for above MAINTENANCE OF TRAFFIC Items:					\$13,600.00

RIP RAP

222	RIP RAP RUBBLE DITCH LINING	95.000	TON	\$159.00	\$15,105.00
Total Price for above RIP RAP Items:					\$15,105.00

ROADWAY

40	MOBILIZATION	1.000	LS	\$65,000.00	\$65,000.00
95	CLEAR & GRUB LS	1.000	LS	\$501,370.00	\$501,370.00
115	TYPE B STABILIZATION 12"	31,000.000	SY	\$8.50	\$263,500.00
120	CRUSHED CONCRETE BASE 10" Typ Section	26,500.000	SY	\$19.75	\$523,375.00
Total Price for above ROADWAY Items:					\$1,353,245.00

STRIPING ROADS

225	ON SITE SIGNAGE AND PAVEMENT MARKINGS	1.000	LS	\$90,000.00	\$90,000.00
Total Price for above STRIPING ROADS Items:					\$90,000.00

SURVEY

50	SURVEY, CONSTRUCTION LAYOUT	1.000	LS	\$133,000.00	\$133,000.00
55	SURVEY, PERMITTING AS-BUILT REQUIREMENTS	1.000	LS	\$53,300.00	\$53,300.00
Total Price for above SURVEY Items:					\$186,300.00

TESTING 92546

45	TESTING SERVICES	1.000	LS	\$165,000.00	\$165,000.00
Total Price for above TESTING 92546 Items:					\$165,000.00

ZFORCE MAIN

505	FM 24"X8" TAPPING SLEEVE & VALVE	1.000	EACH	\$7,538.00	\$7,538.00
510	FM JOB SPEC PVC 06"	600.000	LF	\$59.20	\$35,520.00

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
515	FM JOB SPEC PVC 08"	3,800.000	LF	\$70.90	\$269,420.00
520	FM VALVE - GATE 6"	9.000	EACH	\$2,327.00	\$20,943.00
525	FM VALVE - GATE 8"	6.000	EACH	\$2,985.00	\$17,910.00
530	FM AIR RELEASE VALVE ASSEMBLY	2.000	EACH	\$4,734.00	\$9,468.00
535	FM BLOW OFF 2" TEMPORARY	1.000	EACH	\$860.00	\$860.00
Total Price for above ZFORCE MAIN Items:					\$361,659.00

ZRECLAIMED

405	RM CONNECT TO EXISTING 16" RECLAIMED WATER MAIN	1.000	EACH	\$1,576.00	\$1,576.00
410	RM 12" PVC RECLAIMED WATER MAIN	550.000	LF	\$103.00	\$56,650.00
415	RM 16" PVC RECLAIMED WATER MAIN	3,700.000	LF	\$151.50	\$560,550.00
420	RM VALVE-GATE 12"	5.000	EACH	\$4,645.00	\$23,225.00
425	RM VALVE-GATE 16"	6.000	EACH	\$12,530.00	\$75,180.00
430	RM AIR RELEASE VALVE ASSEMBLY	2.000	EACH	\$3,838.00	\$7,676.00
435	RM BLOW OFF TEMPORARY 2"	1.000	EACH	\$1,040.00	\$1,040.00
Total Price for above ZRECLAIMED Items:					\$725,897.00

ZSTORM

135	CURB INLET TYPE P-5 <10' CUT	14.000	EACH	\$8,215.00	\$115,010.00
140	CURB INLET TYPE P-6 <10' CUT	9.000	EACH	\$8,970.00	\$80,730.00
145	CURB INLET TYPE J-6 >10' CUT	1.000	EACH	\$15,570.00	\$15,570.00
150	INLET SPECIAL <10 OCS TY D W SKIMMER & ORIFICE	2.000	EACH	\$10,440.00	\$20,880.00
155	RCP CL III STORM PIPE 18"	1,161.000	LF	\$90.00	\$104,490.00
160	RCP CL III STORM PIPE 24"	1,628.000	LF	\$119.50	\$194,546.00
165	RCP CL III STORM PIPE 30"	784.000	LF	\$167.00	\$130,928.00
170	RCP CL III STORM PIPE 36"	568.000	LF	\$207.80	\$118,030.40
175	RCP CL III STORM PIPE 42"	89.000	LF	\$261.50	\$23,273.50
180	RCP CL III STORM PIPE 48"	568.000	LF	\$308.60	\$175,284.80
185	STORM FES 24"	3.000	EACH	\$2,820.00	\$8,460.00
190	STORM FES 42"	1.000	EACH	\$5,960.00	\$5,960.00
193	RETAINING WALL FOR QUAD 36" STORM PIPE	2.000	EACH	\$21,155.00	\$42,310.00
197	RETAINING WALL FOR QUAD 48" STORM PIPE	2.000	EACH	\$45,960.00	\$91,920.00
Total Price for above ZSTORM Items:					\$1,127,392.70

ZWATER

305	WM CONNECT TO EXISTING 36" WATER MAIN	1.000	EACH	\$17,600.00	\$17,600.00
310	WM 12" PVC WATER MAIN	3,800.000	LF	\$112.30	\$426,740.00
315	WM 24" PVC WATER MAIN	20.000	LF	\$392.00	\$7,840.00
320	WM VALVE-GATE 12"	11.000	EACH	\$4,958.00	\$54,538.00
325	WM FIRE HYDRANT ASSEMBLY	7.000	EACH	\$6,709.00	\$46,963.00
330	WM AIR RELEASE VALVE ASSEMBLY	3.000	EACH	\$3,381.00	\$10,143.00
335	WM BLOW OFF TEMPORARY 2"	1.000	EACH	\$872.00	\$872.00
340	WM TEMPORARY CONSTRUCTION WATER SERVICE	1.000	EACH	\$3,442.00	\$3,442.00
Total Price for above ZWATER Items:					\$568,138.00

Total Bid Price: \$11,257,532.60

Notes:

- Excavation, exploration, transportation, removal or disposal of any of the following are excluded: buried trash, debris, tanks, hazardous or toxic material, muck or unsuitable or unacceptable materials.
- Plugging of any existing wells is excluded.
- Removal or relocation of any existing utilities is excluded unless otherwise specifically shown and noted on the plans and included in this proposal.

- Costs of any project impact fees, or project connection fees are excluded.
- Site electrical, data and communication utilities are excluded.
- Anywhere in the limits of the project where design pavement grades do not meet or exceed a minimum slope of 2%, we cannot guarantee 100% runoff. Should this condition be present we will work with the owner / engineer to come up with a cost effective means of addressing the problem if brought to our attention prior to paving. In all other respects we will meet or exceed minimum installation standards as prescribed in the FDOT Standard Specifications for Road and Bridge Construction or prevailing contract specifications.
- Payment and performance bonds on standard AIA forms are included. Guarantee completion bonds without payment provisions are not included.
- Mitigation areas G14-1 and G14-2 are included in our scope. Addendum No. 2 states that mitigation areas D14-1 and 2 are already constructed. We did not find any mitigations areas that starts with the letter D on the plans but we did include G14-1 and G14-2

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: David Nelson Construction Co.</p> <p>Authorized Signature:  _____</p> <p>Estimator: David Vekasi 727-784-7624 dvekasi@nelson-construction.com</p>
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TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

Time is of the essence for the construction of this project. The Proposer shall prepare its proposal based on a construction schedule submitted by the Proposer. The Proposer agrees that the Work contained within the Contract Documents shall reach Substantial Completion within 365 calendar days (*Proposer to provide*) of issuance of a Notice to Proceed and reach Final Completion not later than thirty (30) calendar days after the deadline for reaching Substantial Completion (hereinafter called "Time of Completion" or "Contract Time"). The Proposer acknowledges and agrees that by submitting this Proposal it is agreeing to complete the Work within two-hundred and seventy (270) calendar days of issuance of the Notice to Proceed. Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Contract Documents, the adjusted time limits shall be of the essence of the Contract Documents.

The Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This time for Substantial Completion and schedule will be used in the Proposal Evaluation.

"Substantial Completion" for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable the Proposer to obtain such certificate.

LIQUIDATED DAMAGES

Should the Proposer or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day of said breach or default.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as stated in Section 25, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

REQUIRED DOCUMENTS

The following documents are to be submitted or attached to and made a condition of the Proposal submittal:

1. Official Proposal Form
2. Proposal Bond
3. Certificate as to Corporate Principal
4. Affidavit of Proposer
5. Sworn Statement Regarding Public Entity Crimes
6. Affidavit of Non-Collusion
7. Sworn Statement Regarding Scrutinized Companies
8. Trench Safety Act Compliance and Cost Statements
9. Minimum Qualifications Statement

Contractor generated documents:

10. Bid Tabulation
11. Initial Project Schedule
12. Schedule of Values
13. Insurance Certificate
14. Resumes of Contractor's key personnel or supervisory personnel
15. Proposed staffing levels
16. Two references from projects of similar size and scope
17. Any other data required by the Request for Proposals or Addendums

Terms used in this Proposal which are defined in the Project Manual or Contract Documents will have the meanings indicated in such documents.

CIVIL RIGHTS

Signing the Proposal is certification that the Proposer does not, or will not, discriminate against any employee on the basis of race, religion, color, sex or national origin. The Proposer further certifies that the Proposer does not maintain or provide for employee facilities which are segregated on any of the above categories.

**ORGANIZATION INFORMATION OF PROPOSER
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA**

DATE SUBMITTED: February 20, , 2023

1. Proposer David Nelson Construction Co. A Individual
(Company Name) A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) n/a

3. Proposer's Parent Company Address (if applicable)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address 3483 Alternate 19

P.O. Box (if any) _____

City Palm Harbor State FL Zip Code 34683

Telephone 727-784-7624 Fax No. _____

Telephone _____ Fax No. _____

1st Contact Name David L. Vekasi Title Vice President

2nd Contact Name Brian Symanski Title Sr. Estimator

5. Is the Proposer incorporated in the State of Florida? Yes () No ()

5.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain n/a

Date Incorporated August 28, 1975 Charter No. 4-3566

5.2 If no, provide the following:

The state in which the Proposer company is incorporated n/a

Is the company in good standing with the state? Yes No

If no, please explain n/a

Date incorporated _____ Charter No. _____

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes No

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Certified General Contractor

License No. CGC 012229 Expiration Date 8/31/24

Qualifying Individual David L. Vekasi Title Vice President

List company(ies) currently qualified under this license David

6.2 Is the Proposer company a registered or licensed Contractor with Pasco County?

Yes No

6.3 Has the Proposer company performed work for a community development district previously? Yes

No

7. Name of Proposer's Bonding Company Travelers Casualty and Surety Company of America

Address 1 Tower Sq. 2MX, Hartford, DT 06183-0001

Approved Bonding Capacities: Aggregate Limit \$ 150,000,000.00

Single Project Limit \$ 85,000,000.00

Total Current Contracts Bonded \$ 32,600,000.00

8. Name of Proposer's Bonding Agency Nielson, Wojtowicz, Neu & Associates

Address 1000 central Avenue, Ste. 200, St. Petersburg, FL 33705

Contact Name Kevin Wojtowicz Telephone 727-209-1803

9. List the Proper's total annual dollar value of work completed for each of the last three (3) years starting with

the latest year and ending with the most current year (20) \$49,900,954.00,

(21) \$53,534,000.00, (22) \$71,862,134.00.

10. What are the Proposers' company's current insurance limits?

General Liability	\$ 1,000,000.00/2,000,000.00
Automobile Liability	\$ 1,000,000.00
Workers Compensation	\$ 500,000.00
Expiration Date	1/01/2024

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation fine, and resolution _____ n/a _____

What is the Proposer's current worker compensation rating? _____ 1.00 _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No (X)

If yes, please describe the incident: _____ n/a _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No (X)

If so, state the name(s) of the company(ies) _____ n/a _____

The state, local or federal entity(ies) with whom barred or suspended _____ n/a _____

State the period(s) of debarment or suspension _____ n/a _____

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Levis Shiver	Project Manager	Coordination of overall project/subs/vendors	50 years	11 years	Project Manager
Kevin Thompson	Superintendent	Supervision of all field construction	31 years	31 years	Superintendent
Berrington McNutt	Project Engineer	P.M. Assistant and Admin. Coordinator	1 year	4 months	Project Engineer

14. Have you ever failed to complete any work awarded to you? Yes () No (X)

If so, where and why? _____ n/a _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes () No (X)

If so, state name of individual, other organization and reason therefore n/a

16. List any and all litigation to which the organization has been a party in the last five (5) years.

DNCC has not been involved in any lawsuits regarding construction contracts over the past five years. Given the number of employees and subs, DNCC is periodically named in lawsuits if one of our employees or subs' employees are involved in an auto accident, over the past five years, five auto accident lawsuits have been filed that included DNCC as a Defendant.

Three of the five were quickly resolved and two remain open.

17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

n/a

18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes No

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

n/a

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Wiregrass II Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Wiregrass II Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

David Nelson Construction Co.

By: 

David L. Vekasi, Vice President
(Type Name and Title of Person Signing)

This 20th day of February, 2023.

(Corporate Seal)

Sworn to before me this 20th day of February, 2023.



Debbie Case
Comm.: HH 260574
Expires: May 2, 2026

Notary Public - State of Florida


Notary Public/ Expiration Date

CORPORATE OFFICERS

Company Name David Nelson Construction Co.

Date 2/20/2023

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
David F. Nelson	C.E.O.	Oversight	Tarpon Springs, FL
Jeffrey D. Nelson	President	Oversight	Palm Harbor, FL
Wendy S. Nelson	Secretary/Treasurer	None	Tarpon Springs, FL
Mike Barker	Vice President	Oversight	Oldsmar, FL
David L. Vekasi	Vice President	Estimating	Palm Harbor, FL
Linda D. Shutt-Atkins	Asst. Corporate Secretary	Administration	Dunedin, FL
FOR PARENT COMPANY (if applicable) n/a			

SUPERVISORY PERSONNEL

Company Name David Nelson Construction Co.

Date 2/20/2023

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Levis Shiver	Project Manager	Supervision of Project	11 years	50 years
Kevin Thompson	Project Superintendent	Supervision of Site	31 years	31 years
Berrington McNutt	Project Engineer	P.M. Assistant & Admin	1 year	1 year
Brian Symanski	Sr. Estimator	Estimating	18 years	18 years
David L. Vekasi	Vice President	Estimating & Project buyout	44 years	44 years

PROPOSAL BOND
CHANCEY ROAD PHASE 3 PROJECT
WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF Florida)
)
COUNTY OF _____) SS

KNOWN ALL MEN BY THESE PRESENTS, that David Nelson Construction Co. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto Wiregrass II Community Development District, in the penal sum of Dollars (\$ 5% of amt Bid) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal, dated February 20, 2023.

NOW THEREFORE,

- (a) If the Principal will not withdraw said Proposal within one hundred twenty (120) days after Proposal Opening date, and shall within ten (10) calendar days after issuance of the Notice of Award, enter into the Contract Documents with the Wiregrass II Community Development District in accordance with the Proposal as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, and in accordance with Section 255.05, *Florida Statutes* Contract Bond for the faithful performance and proper fulfillment of such Contract Documents, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.

- (b) In the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal will pay Wiregrass II Community Development District the difference between the amount specified, in said Proposal and the amount for which Wiregrass II Community Development District may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations will be void and of no effect, otherwise to remain in full force and virtue.

[Signature Page Follows]

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 20th day of February A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

If Sole Proprietor or Partnership, two (2) Witnesses are required. If Corporation, Secretary will attest and affix seal.

WITNESSES:

[Signature]

[Signature]

PRINCIPAL:

David Nelson Construction Co.

NAME OF FIRM

[Signature]

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

President

TITLE

3483 Alternate 19

BUSINESS ADDRESS

Palm Harbor , FL 34683

CITY

STATE

WITNESS:

[Signature]

Eileen Heard, Surety Witness

SURETY:

Travelers Casualty and Surety Company of America

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL) and Florida Licensed Resident Agent
Kevin Wojtowicz

BUSINESS ADDRESS

St. Petersburg FL

CITY

STATE

Nielson Wojtowicz Neu & Associates

NAME OF LOCAL INSURANCE

AGENCY



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG** Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of February, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

AFFIDAVIT FOR CORPORATION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF Florida)
)
COUNTY OF Pinellas) SS

David L. Vekasi
(title) Vice President
of the David Nelson Construction Co.

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.



(Officer must also sign here) David L. Vekasi, Vice President

CORPORATE SEAL

Sworn to before me by means of () physical presence or () online notarization this 20th day of February, 2023.

Debbie Case
Notary Public / Expiration Date:



Debbie Case
Comm.: HH 260574
Expires: May 2, 2026
Notary Public - State of Florida

(SEAL)

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

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

1. This sworn statement is submitted to Wiregrass II Community Development District
(print name of the public entity)

by David L. Vekasi, Vice President
(print individual's name and title)

for David Nelson Construction Co.
(print name of entity submitting sworn statement)

whose business address is

3483 Alternate 19

Palm Harbor, FL 34683

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1616643

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

David L. Vekasi

(signature) David L. Vekasi, Vice President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by David L. Vekasi of David Nelson Construction Co., who is personally known to me or who has produced (peronaally known to me) as identification, and did [] or did not [] take the oath.

Debbie Case

Signature of Notary Public taking acknowledgement

My Commission Expires:



Debbie Case
Comm.: HH 260574
Expires: May 2, 2026

(SEAL)

Notary Public - State of Florida

AFFIDAVIT OF NON-COLLUSION
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF _____

I, David L. Vekasi, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Vice President (officer or principal) in the firm of David Nelson Construction Co., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

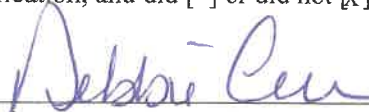
Dated this 20th day of February, 2023.



Signature by authorized representative of Proposer
David L. Vekasi, Vice President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by David L. Vekasi of David Nelson Construction Co., who is personally known to me or who has produced (personally known to me) as identification, and did [] or did not [x] take the oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)



Debbie Case
Comm.: HH 260574
Expires: May 2, 2026
Notary Public - State of Florida

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

**CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA**

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

1. This sworn statement is submitted to Wiregrass II Community Development District

by David L. Vekasi, Vice President
(print individual's name and title)

for David Nelson Construction Co.
(print name of entity submitting sworn statement)

whose business address is

3483 Alternate 19, Palm Harbor, FL 34683

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Wiregrass II Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the Wiregrass II Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

David L. Vekasi
Signature by authorized representative of Proposer
David L. Vekasi, Vice President

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by David L. Vekasi of David Nelson Construction Co. who is personally known to me or who has produced (personally known to me) as identification, and did [] or did not [X] take the oath.



Debbie Case
Comm.:HH 260574
Expires: May 2, 2026
Notary Public - State of Florida

My Commission Expires: _____ (SEAL)

Debbie Case
Signature of Notary Public taking acknowledgement

TRENCH SAFETY ACT COMPLIANCE STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
 One Hundred Dollars & No Cents Dollars (Written)
 \$ 100.00 (Figures).
3. The amount listed above has been included within the Proposal.

Dated this 20th day of February, 2023.

Proposer: David Nelson Construction Co.

By: *David L. Vevkasi*

Title: VP

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by David L. Vevkasi of David Nelson Construction Co., who is personally known to me or who has produced (personally known to me) as identification, and did [] or did not [x] take the oath.

Debbie Case
Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)



Debbie Case
Comm.: HH 260574
Expires: May 2, 2026
Notary Public - State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Slope/Shore per OSHA	100 LF	1.00	\$100.00
Project Total			\$100.00

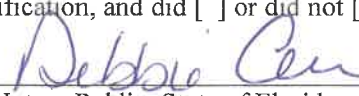
Dated this 20th day of February, 2023.

Proposer: David Nelson Construction Co.

By: 
 Title: David L. Vekasi, Vice President

STATE OF Florida
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2023, by David L. Vekasi of David Nelson Construction Co., who is personally known to me or who has produced (personally known to me) as identification, and did [] or did not [x] take the oath.


 Notary Public, State of Florida
 Print Name: _____
 Commission No.: _____
 My Commission Expires _____



Debbie Case
 Comm.: HH260574
 Expires: May 2, 2026
 Notary Public - State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
CHANCEY ROAD PHASE 3 PROJECT
WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA

Contractor: David Nelson Construction Co.

Contact: David L. Vekasi

Address: 3483 Alternate 19, Palm Harbor, FL 34683

Phone: 727-784-7624 Fax: _____ Email: dvekasi@nelson-construction.com

Typical Work Description: Construction Services will include construction of the District's Phase 3B and 4 collector road project, and all work associated with these types of activities.

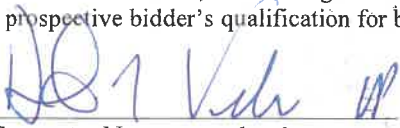
Owner: Wiregrass II Community Development District

Minimum Qualifications: Proposers for the Wiregrass II Community Development District projects shall have the following minimum qualifications:

- (1) Proposer, or its applicable subcontractors, must have a current active Certificate of Qualification from FDOT per Chapter 14-22, F.A.C, in all of the major classes of work applicable to this Project. Specifically, the Proposer must be pre-qualified in all of the following major classes of work: Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Hot Plan-Mixed Bitum Course, Pavement Marking, and Roadway Signing.
- (2) Proposer, or its applicable subcontractors, constructing any water/wastewater/reclaimed water systems must hold a State Underground Utility and Excavation Contractor's License, issued by the Construction Industry Licensing Board of the State of Florida.
- (3) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$2,500,000 within the last seven (7) years.
- (4) Proposer will have minimum bonding capacity of \$5,000,000 from a Surety Company acceptable to the District.
- (5) Proposer is authorized to do business in Florida.
- (6) Proposer is registered with Pasco County and is a licensed contractor in the State of Florida.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the Wiregrass II Community Development District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Project in accordance with the Project Manual.



Contractor Name David Nelson Construction Co.
David L. Vekasi, Vice President 2/20/23
Contractor Title Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CGC012229

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

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



VEKASI, DAVID L
DAVID NELSON CONSTRUCTION CO
3483 ALTERNATE 19
PALM HARBOR FL 34683

LICENSE NUMBER: CUC045007

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 18, 2022

NELSON, DAVID, CONSTRUCTION CO.
3483 ALTERNATE 19
PALM HARBOR, FLORIDA 34683

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, LIFT STATIONS, RIP RAP, RUBBLE RIP RAP, UTILITY CONSTRUCTION, BRICK PAVERS, PRESSURE GROUTING, CURB & GUTTER, CONCRETE SLOPE & DITCH PAVING, CONCRETE RETAINING & BARRIER WALLS, STRUCTURAL CONCRETE FORM WORK, PLACEMENT AND FINISHING FOR RETAINING WALLS.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

NELSON, DAVID, CONSTRUCTION CO.
April 18, 2022
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in cursive script that reads "James C. Taylor" followed by a stylized flourish.

for Alan Autry, Manager
Contracts Administration Office

AA:cg



NHC

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



February 20, 2023

Wiregrass II Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave Suite 200
Tampa FL 33614

Re: David Nelson Construction Co.
Chancey Road Phase 3 Project

To Whom It May Concern:

We are pleased to advise you that David Nelson Construction Co. has a surety relationship with Travelers Casualty and Surety Company of America since 2016, and Nielson Wojtowicz Neu & Associates have been providing surety bonding for David Nelson Construction Co. for over nineteen years. Travelers Casualty and Surety Company of America, One Tower Square, Hartford CT 06183, Incorporated in Connecticut, and has an A.M. Best Rating of A++ XV, is listed on the U.S. Treasury Department's Listing of Approved Sureties (2016 Department Circular 570). In addition, Travelers Casualty and Surety Company of America is licensed to conduct business in the State of Florida.

Travelers Casualty and Surety Company of America would consider providing David Nelson Construction Co. Performance and Payment Bonds with single projects in the amount of \$85,000,000 and aggregate support in the amount of \$150,000,000. Travelers Casualty and Surety Company of America reserves the right to review bond issuance based on the underwriting criteria in effect at the time the bonds are requested by David Nelson Construction Co.

This letter is issued as a bonding reference. Neither we nor Travelers Casualty and Surety Company of America assume liability to any third party if for any reason we do not execute such bonds.

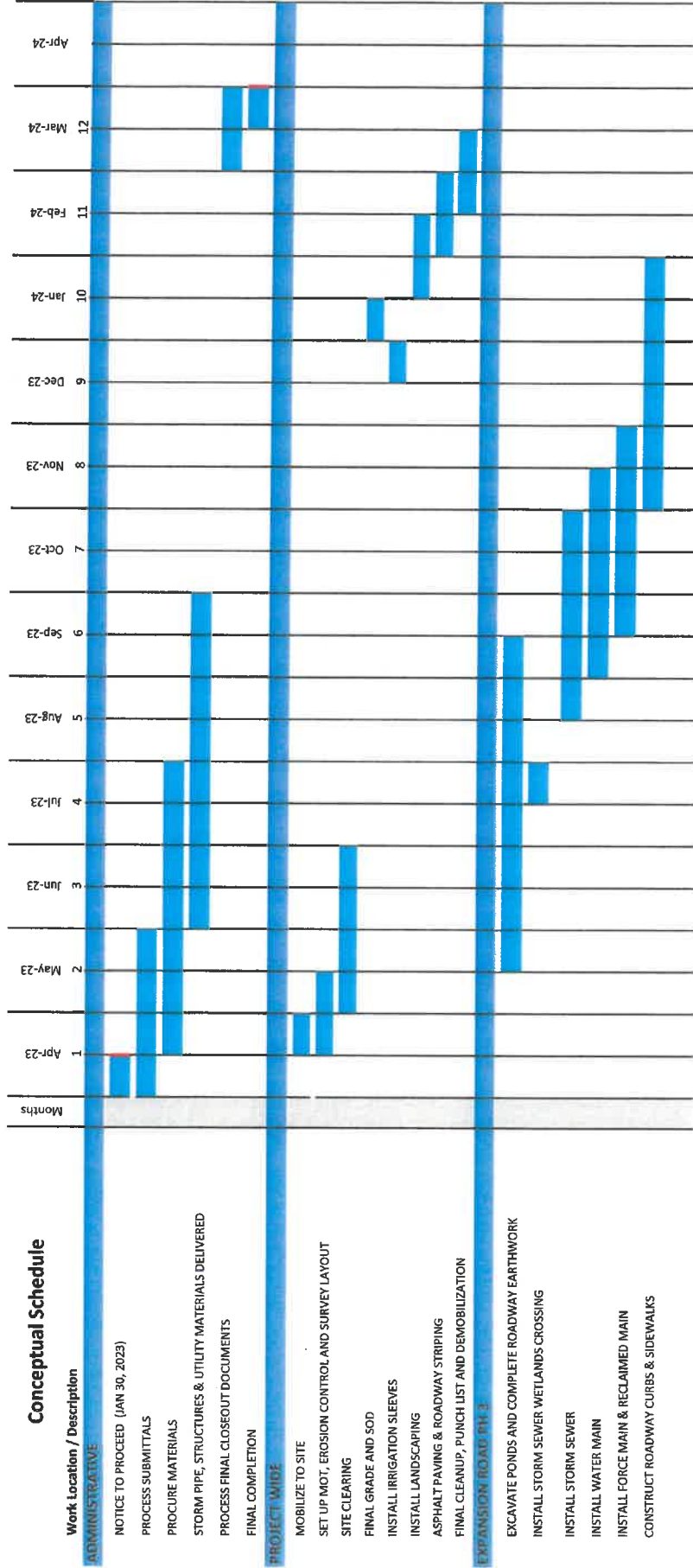
David Nelson Construction Co. maintains an excellent reputation of exceeding owner expectations by providing quality projects on time and within budget. We recommend them to you very highly and invite any additional inquiries you may have.

Sincerely,
Travelers Casualty and Surety Company of America

Kevin Wojtowicz,
Surety Specialist and Licensed Agent

Chancey Road Phase 3

Conceptual Schedule





DAVINEL-01

JFAVA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

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

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

PRODUCER ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(813) 988-1234	FAX (A/C, No): (813) 988-0989
	E-MAIL ADDRESS:	certs@associatesins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	FCCI Insurance Co	10178
	INSURER B:	National Trust Ins. Co.	20141
	INSURER C:	Allied World Assurance Company (U.S.) Inc	19489
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED: **David Nelson Construction Co.**
3483 Alternate 19
Palm Harbor, FL 34683

COVERAGES: _____ CERTIFICATE NUMBER: _____ 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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL10004539005	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10001331106	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<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 \$ 10,000			UMB100025277-05	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC010006607703	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution/Profession			0312-3134	5/1/2022	5/1/2023	Occ.\$3,000,000 Agg 3,000,000

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

Chancey Road Phase 3 Project
Wiregrass II Community Development District Owner, Engineer, Construction Manager, Wiregrass Ranch, Inc., Maggie Pond, LLC and Flycatcher Enterprises, LLC and anyone where required by contract are additional insureds with regard to all policies except workers compensation. Additional insured endorsements CGL 084 attached for ongoing and completed operations on a primary and non-contributory basis. Umbrella policy is excess over the General Liability, Automobile Liability and Employers Liability policies. A waiver of subrogation applies when required by contract. A 30 day notice of cancellation applies with a 10 day notice for non-payment of premium.

CERTIFICATE HOLDER WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT	CANCELLATION 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

David Nelson

C.E.O./ Founder



www.dnelson@nelson-construction.com

EXPERIENCE WITH COMPANY

David Nelson Construction Co. was founded in 1972 and incorporated in the State of Florida in 1975. David F. Nelson, President has led the corporation from a five-member organization to a 130-member team. He enjoys a reputation of performing quality work on time and within budgetary restraints. During the time of significant growth, he has maintained his commitment to quality work. Underlying this accomplishment is his desire to prudently and reasonably take on new challenges which will enhance and further the company's growth without sacrificing their commitment to quality performance. Mr. Nelson has a respect for hard work and has successfully brought together a group of individuals who also take great pride in their personal performance as well as being members of a construction team who collectively and individually are also dedicated to providing their customers with the Nelson Construction reputation of commitment and high-quality workmanship.

Mr. Nelson also has a private pilot's license for Single Engine Land, Instrument Rated and Sea Plane Certification

Professional Affiliations

Associated General Contractors of Mid-Florida (AGC)

1990- Board of Directors
1991- Treasure
1992-1993- President
1994-1995- Board of Directors

Greater Palm Harbor Chamber of Commerce

1987-1988- Citizen of the Year
1988-1990- Executive Board Of Directors

Mease Hospital Foundation

1989-1992- Board of Directors
1993-1994- President
1995- Board of Directors

Morton Plant Mease Hospital Foundation

1996- Board of Directors

Palm Harbor Recreation League "Man of the Year" 1987

Peoples Bank (name changed to Synovus Bank of Tampa Bay July 2005)

1997-2005- Board of Directors

Synovus Bank of Tampa Bay

2005- present Board of Directors

Suncoast Utility Contractors Association

1990-2001- Board Member
1990- Contractor of the Year
1990-1996- Chariman of Legislative Committee
1994-1995- Chairman of the Board
1994-1995- Chairman of Program Committee Pinellas
County Construction Liaison
1994-1995- Chairman of Program Committee Pinellas
County Construction Liaison
1994-1995- Chairman of Long Range Planning
Committee

University of Florida

1986-1990- Corporate Member of the Advisory Council
of the School of Building Construction

University of Tampa

1993-1995- Participant in Business in America
Training of Key Representative from Bulgaria



Jeffrey D. Nelson

President



www.jnelson@nelson-construction.com

Academics

- Bachelor of Building Construction-
University of Florida, Gainesville, FL
1986-1990

Certifications

- Certified General Contractor
(Class B) #OBC052214 (Florida)
- DEP – Stormwater, Erosion and
Sedimentation Control
Inspector Training – NPDES
- Certified AATSA Certified
Traffic Control Supervisor
- OSHA Safety Course
- Private Pilot's License – Single
Engine Land

Professional Affiliations

Florida Transportation Builders Association -
-Current- Board of Directors, FDOT Specification Committee
-Past- 2007- Chairman, 2006 Vice Chairman, 2005 Secretary
Treasurer

American Road and Transportation Builders
-current- Presidents, Contractors Division,
Executive Committee, Board of Directors, Co-Chair,
Environmental Committee

Associated Builders and Contractors

Suncoast Utility Contractors Association

Underground Utility Contractors of Florida

National Utility Contractors Association

Associated General Contractors

EXPERIENCE WITH COMPANY

Jeffrey Nelson has been with David Nelson Construction Company (DNCC) since its inception in 1972 by working for the small family company on weekends and school breaks in any role necessary from laborer to foreman. He joined the growing company full time in 1990 upon his graduation from the University of Florida, M.E. Rinker Sr., School of Building Construction as a project engineer working his way up to Senior Project Manager. Because David Nelson Construction is both a Heavy/Civil Contractor and a Vertical General Contractor, he has had the opportunity to oversee construction on everything from airports to zoo's, including interstates, toll plazas and several landmark streetscape projects. In 2005, Jeff began overseeing all company operations and was named President in 2008.

Jeff has continued to demonstrate his commitment to the General Construction and Road Building industry by being actively involved in several organizations including Associated Builders and Contractors, Associated General Contractors, Suncoast Utility Contractors Association, and Florida Transportation Builders Association (FTBA). In 2000, he was on the joint FDOT/FTBA committee that planned and executed the first Construction Career Days in Florida (second in the nation) and has served on both the Specifications Committee and the Structures Committee which work directly with the FDOT in developing new, and clarifying existing, policy and specifications. In 2003, Jeff was asked to join the Board of Directors for FTBA and rose to the Chairmanship in 2007. Because of his dedication and involvement, he was later asked to join the Board of Directors for the national chapter of the American Road and Transportation Builders Association (ARTBA) based in Washington D.C. as the Co-Chair of the Environmental Committee, in 2011 became the President of the Contractors Division and currently serves as the Southern Region Vice Chairman.





David L Vekasi, P.E

Vice President/ Chief Estimator

[www.dvekasi@nelson-construction.com](mailto:dvekasi@nelson-construction.com)

Academics

- Bachelor of Science in Civil Engineering, 1973, University of Michigan
- Numerous continuing education seminars in Engineering/Construction

Registration & Certifications

- Professional Engineer, #26078 (Florida)
- Certified General Contractor (Class A) #CG0012229 (Florida)
- Certified Underground Utility Contractor #CUC045007 (Florida)
- Pollutant Storage Systems Specialty Contractor #PC-C054964 (Florida)

Professional Affiliations

- American Society of Civil Engineers
- Florida Engineering Society
- American Society of Highway Engineers
- Suncoast Underground Contractors Association
- National Underground Contractors Association
- Florida Transportation Builders Association
- American Institute of Steel Construction

EXPERIENCE WITH COMPANY

Mr. Vekasi joined David Nelson Construction in 1979 and is our Staff Engineer, Primary License Qualifier, Vice President and Chief Estimator. He is responsible for estimating, bidding, contract negotiations, purchasing, subcontracting, scheduling, cost evaluation, contract administration and is a member of the company's executive committee.

Mr. Vekasi is involved in an executive capacity in just about every project DNCC undertakes but is particularly involved in the more complex and detailed projects. He was key in the estimating and execution of contracts for construction of FDOT projects on US 19, SR 60, I-275, SR 45 & Ulmerton Road; Pinellas County construction projects on Belcher Road, East Lake Road, Tampa Road, Klosterman Road and Keystone Road just to name a few.

Major Construction Projects with Firm

- FDOT Alternate 19/E7M91, Florida Dept. of Transportation
- Trotter Road Reconstruction, City of Largo
- Starkey Road/Park Street, Pinellas County BOCC
- Pass-A-Grill Way, City of St. Pete Beach
- Ulmerton Road T7353, FDOT
- Keystone Road (US19 to East Lake Road), Pinellas County
- Hillsborough County SSCAP Design/Build, Hillsborough County
- Walsingham Road Reconstruction, Pinellas County
- S.R. 54 (Magnolia Blvd. to C.R. 581), Pasco CountyBOCC
- Belcher Road Phase III, Pinellas County BOCC
- Tampa Road (CR 752) from U.S. 19 to East Lake Road (CR 611), Pinellas County BOCC
- Bayshore Boulevard Repair & Roadway Realignment including D/B of Roadway, City of Tampa
- Riverwalk / Doyle Carlton Drive, City of Tampa
- Beach Walk Phases 2, 3 & 4, City of Clearwater
- Dodecanese Streetscape, City of Tarpon Springs
- Gateway to ClearwaterBeach, ClearwaterBeach, City of Clearwater
- Safety Harbor Main Street Streetscape, City of Safety Harbor
- US 41 & Apollo Beach Blvd., NNP-Southbend II, LLC
- R 54 Trinity Intersection, Wheelock Street Capital
- DeSoto Solar Energy Sitework, FL Power & Light
- Numerous schools for Pasco Co., Pinellas Co. and Hillsborough Co. for Construction Managers



Kevin Thompson

Superintendent

www.kthompson@nelson-construction.com

Certifications

- M.O.T. Supervisor Certificate
- OSHA 10-hour

EXPERIENCE WITH COMPANY

Kevin Thompson has been with David Nelson Construction since 1992, right out of high school. He started as a laborer and worked his way up to his current position as Superintendent.

Kevin has proved to be an asset to our onsite construction team and some of his responsibilities are as follows:

- Scheduling of Subcontractors
- Ordering Materials
- Overseeing and Scheduling Work Crews
- Overseeing the Entire Sitework Project
- Scheduling Work Crews Across Multiple Projects

Major Construction Projects with Firm

- I-75 SB Sumter Rest Area - FDOT
- Bell Shoals Road Widening - Hillsborough County
- Airfield Pavement Rehabilitation - Hillsborough County / TIA
- USF - New Entry @ Laurel Drive - USF
- Ulmerton Road T7353 - FDOT
- Boyscout Road T7343 - FDOT
- Metro Rapid North/South Site & Civil Construction - Hillsborough Area Regional Transit Authority
- Northbound Wildwood Weight-in-Motion Administration Building - FDOT
- Open Road Tolling Selmon Expressway - THEA
- TIA Runway, Taxiway Joints & Slab Rehab - HCAA
- Keystone Road Widening - Pinellas County
- I-275 Road Widening - FDOT
- Rowan Road, Road Widening - Pasco County
- I-75 Rest Area - FDOT
- Skyway Toll Plaza - FDOT
- East Lake Road Widening - Pinellas County
- Little Road, Road Widening - Pasco County
- US 19 Road Widening - FDOT



Brain Symanski

Project Estimator / Manager

www.bsymanski@nelson-construction.com

Academic Background

Bachelor of Science in Civil Engineering
2004, University of Florida

Certifications

-Engineer in Training Certification, Est.
December 2004

-AATSA Certified Traffic Control -
Supervisor & FL Advanced Training

FDEP-NPDES Certified

-Primavera Project Management
Certificate

-OSHA 10 hr. Certification

Professional Affiliations

-Florida Engineering Society (FES)

-Suncoast Utility Contractors Association

-American Society of Highway Engineers
(ASHE)

-Florida Transportation Builders Association
(FTBA)

EXPERIENCE WITH COMPANY

Brian Symanski has been with David Nelson Construction Co. since 2004 and has had progressive responsibility and experience including project management and estimating of hardscape, parks, building, underground utility, site development and heavy highway construction for municipal and private projects. His responsibilities include working in all facets of the construction process, including estimating, design-build and construction management proposals and presentations, negotiations and buyout, scheduling, purchasing, cost evaluating, constructability reviews, permitting, budget management and adherence to project plans and specifications.

Major Construction Projects with Firm

- Southeast Seminole Heights Flooding Relief Project D-B Preconstruction Services - City of Tampa
- Bell Shoals Road Improvements - Hillsborough County
- Construction Management Services for the Rosery Road Reconstruction Project - City of Largo
- USF New Entry /Laurel Drive Extension Design-Build - University of South Florida
- Pinellas Gateway Express, Archer Western - deMoya JV II
- Construction Management Services for the Trotter Road Reconstruction Project - City of Largo
- East Gateway Stormwater & Sanitary Improvements - City of Clearwater
- Tournament Sports Complex D-B Preconstruction Services - Hillsborough County BOCC Greenlea-
- Otten Traffic Calming Roadway & Stormwater Improvements - City of Clearwater
- Williams Road at MLK Blvd Intersection Improvements - Hillsborough County
- Waterfront District Roadway Infrastructure Improvements: Preconstruction Services, Stantec
- Reconstruction of Pass-A-Grille Way, St. Pete Beach - City of St. Pete Beach
- SR 56 Access Connections & CR 54 Extension, Wesley Chapel, FL - JG Cypress Creek LLC
- Forest Hills/Holiday Sewer Improvements - Pasco County
- Whitcomb & Kreamer Bayous Revetment, Tarpon Springs, FL - US Army Corp
- Bear Creek Channel Improvements, Pinellas, FL - Pinellas Co. BOCC
- Hillcrest / Brookhill Traffic Calming, Clearwater, FL - City of Clearwater
- Keystone Road Widening from US 19 to East Lake Rd. - Pinellas, FL - Pinellas Co. BOCC
- Bayshore Force Main- Chugach Management Services, Tampa, FL
- Walsingham Sidewalks & Road, Largo, FL - Pinellas County
- Longleaf Neighborhood 1 & 2 Improvements - Longleaf CDD
- Belcher Road, Palm Harbor, FL - Pinellas Co. BOCC
- Hillsborough Loop @ MacDill AFB, Tampa, FL - Chugach Management Services
- Annual Sanitary Sewer Contract 2005-2006, Pinellas, FL - Pinellas County
- Annual General Storm Sewer Contract 2005-2006, Pinellas, FL - Pinellas Co. BOCC
-



Levis Shiver

Project Manager

www.lshiver@nelson-construction.com

Certifications

- Two-year program for heavy highway training with FDOT

Previous Experience

- 2001 – 2011 Pepper Contracting Services, Inc. – Vice President and General Manager
- 1994 – 2000 Overstreet Paving Company – Estimator and Project Manager (Also, from 1979 to 1981 to set up their asphalt plant and paving operations)
- 1983 – 1994 R.E. Purcell Construction Company – Estimator and Project Manager (also from 2011 to 2012 to revise operations)
- 1979 – 1983 Golden Triangle Asphalt Paving Company – Plant Manager, Estimator and Project Manager
- 1965 – 1973 Florida Dept. of Transportation – Survey Crew & Roadway Maintenance

EXPERIENCE WITH COMPANY

Levis has been with David Nelson Construction Co. since 2012 serving as an Estimator and Project Manager. With over 50 years of construction experience, Levis is a valuable asset to our team with a strong background in managing major projects, general management, estimating, surveying, earthwork, construction materials, heavy civil construction, heavy highway and minor bridges.

Major Construction Projects with Firm

- US 19 & Forest Oaks Blvd. Intersection Improvements – BOCC of Hernando County
- FDOT US 19 (SR55) Homosassa, T7383 – Arch Insurance Company (Surety)
- Bridgeway Acres Class 1 Landfill Ditch Slope Rehab – Pinellas County
- East Columbus Drive - City of Tampa
- 34th Street Safety Improvements – City of Tampa
- Beacon Woods Safety Improvements – BOCC of Pasco County
- Seminole Boat Ramp Parking – City of Clearwater
- TIA Gate 90 – Walbridge
- Largo High School Phase 2 and 3 in Largo - Ajax Building
- Perrine Ranch Road - Pasco County BOCC
- Sanders Elementary School in Pasco - Ajax Building
- Port Manatee Berth 12 - American Bridge
- Moffit Pasco Campus Expansion Road 1A



Barrington McNutt

Project Engineer

www.bmcnutt@nelson-construction.com

Major Construction Projects with Firm

Forest Hill Project

Pedestrian Mobility & Safety
Improvement

EXPERIENCE WITH COMPANY

Barrington McNutt has been with David Nelson Construction Co. since October of 2022 and has been promoted to Project Engineer. With Barrington's background in being a previous Chief Account Manager, he excels having numerous responsibilities at hand. This includes material deliveries, submittals, tracking of stored material, RFI's, change orders, and pay applications.

Academic Background

B.S., Hospitality Management-
Florida International University,
Miami, FL.

Previous Experience

Chief Account Manager- Volt Solar
Solutions

Senior Installer, Empire Solar Group

Marketing, DLA PIPER



David Nelson Construction Co.

VEHICLE / HEAVY EQUIP. LIST

Make/Model

HEAVY DUTY TRUCKS

2000 Ford F-650 SD Xcab (flatbed dump)
2013 Ford F-250 SD
2015 Ford F-250 SD
2015 Ford F-250 SD
2015 Chevrolet 2500 (3/4 Ton)
2016 MACK GU713 OX DUMP
2016 Ford F-350 SD
2005 International Water Truck Model 4400
2007 International Water Truck Model 4400
2017 Ford F-550 Chassis
2015 Ford F250 4x4
2018 Ford F350
2002 International Body Water Truck - 2k gallons
2016 Ford F-250 Crew Cab
2016 Ford F550
2020 Ford F250XL
2020 Ford F250 4x2 S/C
2011 Ford F450 Super Duty
2020 Ford F450
2018 Isuzu NPR HD
2007 Freightliner Water Truck
2021 Chevy Silverado 2500
2020 Ford F250

ROLLERS

Saki Roller TS150H
Saki Roller TS150H
2005 Dynapac Roller CC122
2008 Ingersoll Rand DD24 (Volvo)
2007 Volvo Road Mach SD70D Vib Soil Compactor
2014 Case SV212 Roller
2015 Sakia R2H-2 Three Wheel Static Roller
2016 Sakai Model SW 320-1
2017 Sakai Model R2H-4
2019 Hamm Model H71-VIO
2023 Volvo Model DD25B

Trailers

Box Tool Trailer - 2000 EXPR
1999 Galv Trailer (Boat) - 1998 Magic Tilt

1999 Galv. Trailer 250 #(to take Zodiac to Keys) at Corvis
Ultra 6'4" x 12" single axle Trailer
Mobile Mini 20' Storage Container Model#HFS20 308622
2015 Triple Crown Utility Trailer 6x12
Mobile Mini 20' Storage Container Model#HFS20 312969
Mobile Mini 20' Storage Container
2017 Eager Beaver Transport Trailer Model 20XPT
2017 Triple Crown Utility Trailer 6x12
2021 Big Foot Trailer Model 17ET24
Mobile Mini 20' Storage Container
Mobile Mini 20" Storage Container
2022 Triple Crown utility trailer 7 x 20
2012 COTC Trailer
2023 Big Foot Trailers

GRADERS

JD Grader 570B
CAT Grader 135H
Massey Ferguson Tractor w/box blade
Broce Power Broom Mod. BB-250
2004 New Holland Tractor
2004 Lay-Mor 8HC 3 Whl.Ride on Broom Tractor
2012 672GP John Deere Motor Grader
GPS Equipment permanently affixed to 325
2014 Laymor SM300 Sweeper SN35323
2015 SM80K Front Mount Sweeper w/Kubota Engine Superior
Broom Model
CAT 120 Motor Grader
2019 John Deere 620G Motor Grader
Massey Ferguson Grading package w/top & tilt kit

LOADERS

2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT938K
2014 CAT950K
2014 CAT950K
2015 CAT938K
2017 CAT BA25 Pickup Broom
2014 CAT 950K

2014 938K CAT Wheel Loader Model No. 938KQCT4
2018 T650 T4 Bobcat Compact Track Loader (Skid Steer)
CAT 930 Wheel Loader with Cab
2020 Volvo L20HS
2021 Bobcat Skid Steer Model T76 T4
2021 Bobcat Skid Steer Model T76 T4
2021 CAT 938K
2022 279D3 CAT Multi Terrain Loader (skid steer)

BACKHOES

2005 Cat Backhoe / Loader 430 DIT
2011 145X3MSR Link Belt Spin Ace Crawler Excavator
2015 Case CX145 Excavator
2015 36" Case Bucket SN44015 affixed to 531
2016 Case CS235C Excavator
2016 Link-Belt Model 350X4 Hydraulic Excavator
2016 Link-Belt Model 350X4 Hydraulic Excavator
CX145CSR SN NCSAE1152
2017 E32 T4 Bobcat Mini-Excavator Compact
2016 Case CX55B Excavator
Gorilla GXS70 - Breaker attached to any CX mini excavator
2018 SK55SRX-6E Kobelco Excavator
2018 Linkbelt Model 490x4 Excavator
2015 Case CX160
2020 Kobelco Model # SK55SRX-6E Mini-Excavator
CAT 5' wide grading bucket Model #CH 19 A DT2 2117
2020 Kobelco Model # SK55SRX-6E Mini-Excavator
2019 Volvo ECR235EL
2020 Kobelco Model # SK55SRX-6E Mini-Excavator
2020 Takeuchi TB250
2021 Takeuchi TB250-2
2021 Case Compact Excavator
2021 Case Compact Excavator
2020 TB2502R Mini Excavator
2022 Link Belt Model 145x4 Excavator, 36" bucket/sn1036740-3

DOZERS

2003 Case 750K Dozer
2005 Case 850 K Dozer
GPS permanently mounted on 710
2017 D5K2 CAT LGP
2017 Komatsu D39PX-24 Crawler Dozer
EZ Drill 210B & Accessories
EZ Drill 210B & Accessories
Landau 1462F John Boat
Stricker, Hyd Driver, (Pipe Screed) Honda 3190663
2003 McElroy Fusion Machine No. 28

Hyd Power 12" pump HT 150DJD
Quiet Zone 6"
EZ-Drill, Rock Drill Mod. 210B(90990FNG)
SPS855 Base Station Receiver SN 5226K50410
Rock Box
Trench Box (Old 1864)
SNB900 Base Station Repeater
Air Compressor Sullair Model 185DPQ JD2
Air Compressor Sullair Model 185DPQ JD2
Trench Box
Trench Box (Old 1841) 10x20x6
SPS855 Base Station & Rover
Steel Trench Box (XMDM3-812)Added with 4-6' Spreaders 6"
2007 JLG G12-55A Telehandler
Rock Box, 15 CY Bedding Box
GPS Machine Control affixed to Dozer 711
2018 Tohatsu 4-Stroke Motor 9.9 hp
Sonic Tracer/Trimble ST400
Trimble Dual Grade Laser GL622 - Used
Trimble Dual Grade Laser GL622 - Used
Bomag RS460 Recycler/Stabilizer
Fuel Cube
Fuel Cube
Aqua-Barrier Inflatable dam
Low Profile Barrier Wall
Yodock Barrier Wall
Trench Box
Trench Box
Trench Box
2017 Club Car Carryall UTV
Trench Box 8 x 20 6" KE
Trench Box 8 x 20 6" KB
Trench Box 8 x 16 6" KE
Trencher, Ditch Witch W/Trailer
2007 24" walk behind Trencher Unit
SKAG Riding Mower
Concrete Silos Job 833
Concrete Silos Job 833
Light Plant Wacker Neuson LTN6L
Light Plant Wacker Neuson LTN6L

DAVID NELSON CONSTRUCTION CO. MAJOR CONSTRUCTION PROJECTS IN PROGRESS

*The Surety Company for all of DNCC's bonded projects is Travelers Casualty and Surety Company of America (860)277-0111.

*All subcontractors have been paid in a timely fashion.

<p>Bell Shoals Road Widening Hillsborough County Dana Mackey (813)394-1716 (bonded) mackeyd@hillsboroughcounty.org</p>	<p>\$38,931,000 50% self perform Prime Contractor Arch/Eng: Heidt Design/WSP USA/Kimpley Horn</p>	<p>75%</p>	<p>July, 2023</p>
<p>Bus Rapid Transit (BRT) Construction Pinellas Suncoast Transit Authority (PSTA) Al Burns (727)540-1826 (bonded) ABurns@psta.net</p>	<p>\$21,593,000 40% self perform Prime Contractor Arch/Eng: Lochner/CDM Smith/ Phil Graham/ Jones Worley</p>	<p>99%</p>	<p>March, 2022</p>
<p>2021 Stormwater Repairs J.E. Dunn Construction Eric Delisle (603)341-2261 (not bonded) Eric.Delisle@jedunn.com</p>	<p>\$1,354,300 70% self performed Subcontractor Arch/Eng: Hempner Architects Inc.</p>	<p>50%</p>	<p>Dec., 2023</p>
<p>I-75 Southbound Rest Area, Project E51A0 FDOT, District 5 Mike Irwin PE (772)529-9204 (bonded) Mike.Irwin@volkert.com</p>	<p>\$14,521,513 40% self perform Prime Contractor Architect/Engineers: Brandon J. Bentley PE Eng: Pigeon - Roberts & Associates LLC Bentley Architects & Engineers Inc.</p>	<p>90%</p>	<p>March., 2023</p>
<p>Naviera Building Storefront Renovations Natiera Building LLC Tim Steele (not bonded) tims@crg1905.com</p>	<p>\$558,480.00 10% self perform Prime Contractor Architect: Wilder Architecture, Inc.</p>	<p>50%</p>	<p>Sept., 2023</p>
<p>Southeast Seminole Heights Flood Relief D/B City of Tampa Jeff DeBosier, P.E. (813)274-8428 (bonded)</p>	<p>\$37,829,903.00 50% self perform Prime Contractor Arch/Eng: Wade Trim Inc.</p>	<p>40%</p>	<p>May, 2024</p>
<p>Epicurean Hotel HOCOLA Properties LLC Brian Check (813)313-1137 (bonded) bcheck@mainsaildevelopment.com</p>	<p>\$11,432,590 15% self performed Prime Contractor Arch/Eng: L2 Studios, Cooper Johnson Smith Inc., BBM Engineers, Peninsula Engineering</p>	<p>50%</p>	<p>July, 2023</p>
<p>SOHO Flat Iron Bern's Steak House Inc. David Laxer (not bonded) dlaxer@bernsssteakhouse.com</p>	<p>\$2,218,391 25% self perform Prime Contractor Arch/Eng: Cooper, Johnson, Smith Architect Landmark Engineering</p>	<p>95%</p>	<p>Feb., 2023</p>



Projects in Progress continued

<p>Pedestrian Mobility Hillsborough Co. BOCC Anjana Swann, P.E. (bonded) (813)345-6458</p>	<p>\$10,761,222 50% self perform Prime Contractor Arch/Eng: Various Engineers</p>	<p>50%</p>	<p>Jan., 2024</p>
<p>US 19 - Homosassa Owner: FDOT Our contract with Arch Insurance Company Owner's Rep: Kenny Young - J.S. Held LLC (202)706-2507 (bonded)</p>	<p>\$5,000,000 25% self perform Arch/Eng: Stantec</p>	<p>75%</p>	<p>April, 2023</p>
<p>Reina Building Renovations The Columbia Group Tim Steele (not bonded) tsteele@columbiarestaurant.com</p>	<p>\$1,679,871 10% self perform Arch: Fleischman Garcia</p>	<p>0%</p>	<p>Dec., 2023</p>
<p>City of Treasure Island Annual Contract City of Treasure Island Cathy Hayduke (727)547-4575 chayduke@mytreasureisland.org</p>	<p>\$25,000 10% self perform</p>	<p>50%</p>	<p>Dec., 2023</p>
<p>Forest Hills Park City of Tampa Jim Greiner (bonded) (813)274-7368</p>	<p>\$4,188,363 50% self perform Arch/Eng: MPH Civil Consultants</p>	<p>50%</p>	<p>Sept. 2023</p>
<p>Fire Rescue Station #3 Pasco County BOCC Ben Hargar (bonded) (727)847-8194</p>	<p>\$8,709,200 15% self perform Arch/Eng: Fleischman Garcia</p>	<p>5%</p>	<p>March, 2024</p>
<p>Galen Wilson Bus Maintenance Facility Pasco County BOCC Robin Harris (bonded) (727)847-8194</p>	<p>\$8,385,200 20% self perform Arch/Eng: Williamson Design Assoc.</p>	<p>10%</p>	<p>April, 2024</p>
<p>Moffitt Pasco Campus Exp. Road 1A Construction H. Lee Moffitt Cancer and Research Institute, Inc. Keith Diaz (bonded) keith.diaz@purepn.com (813)817-6190</p>	<p>\$11,929,547 50% self perform Arch/Eng: Ardurra Group Inc.</p>	<p>1%</p>	<p>Feb., 2024</p>



David Nelson Construction Co.
Projects Completed in 2022

Pinellas Park Fire Station #36 Design/Build City of Pinellas Park (Prime Contractor) 25% self perform	City of Pinellas Park Steve Majko (727)369-5662 (bonded) smajko@pinellas-park.com Arch/Eng: Sofarelli Assoc. & Pennoni Assoc.	\$5,406,678
Residence Inn Wiregrass Hotel (4 story hotel) Wesley Chapel, FL (Prime Contractor) 15% self perform	Mainsail Development Brian Check (813)313-1137 (not bonded) bcheck@mainsaildevelopment.com Arch/Eng: BRPH	\$18,422,635
E. Columbus Drive Bike Lane/Sidewalk Tampa, FL (Prime Contractor) 50% self perform	City of Tampa Tim Knisely (813)310-5178 (bonded) Tim.Knisley@tampagov.net Arch/Eng: Ayres Assoc.BES Inc. Arehna/Terra Tectonics/Christopher K. Martin	\$4,239,253
Bridgeway Acres Slope Rehabilitation Pinellas Co., FL (Prime Contractor) 40% self perform	Pinellas County BOCC Mark Demyan (727)464-4606 (bonded) mdemyan@co.pinellas.fl.us Architect/Engineers: CDM Smith Inc.	\$1,165,105
US 19 & Forest Oaks Blvd. Intersection Impvmts. Hernando Co., FL (Prime Contractor) 50% self perform	Hernando County BOCC Toni Brady (352)754-4020 (bonded) purchasing@hernandocounty.us Arch/Eng: HDR	\$628,500.00
Bus Rapid Transit (BRT) Construction St. Petersburg, FL (Prime Contractor) 40% self perform	Pinellas Suncoast Transit Authority (PSTA) Al Burns (727)540-1826 (bonded) ABurns@psta.net Arch/Eng: Lochner/CDM Smith/ Phil Graham/ Jones Worley	\$22,051,000.00
Clearwater Police Dept. District 3 Substation Clearwater, FL (Subcontractor)	Ajax Building Company, LLC Chris Brown (813)792-3900 (not bonded) brown@ajaxbuilding.com Architect/Engineers: Pennoni Associates Inc.	\$1,336,561.00
The Living Room - Wiregrass Mall Wesley Chapel, FL (Prime Contractor) 25% self perform	The Feinstein Group Zachary Feinstein (not bonded) (727)301-2383 Arch/Eng: Robert Ibarra	\$1,243,264.00



David Nelson Construction Co. Projects Completed in 2021

<p>Casa Santo Stefano Restaurant Tampa, FL (Prime Contractor) 15% self perform</p>	<p>Casa Santo Stefano, LLC Tim Steele (not bonded) tsteel@columbiarestaurant.com</p>	<p>\$5,180,000</p>
<p>34th Street Safety Improvements Tampa, FL (Prime Contractor) 50% self perform</p>	<p>City of Tampa Tim Knisely (bonded) (813)310-5177 (bonded) tim.knisely@tampagov.net Arch/Eng: Element</p>	<p>\$3,697,131</p>
<p>Beacon Woods Safety Improvements Pasco County, FL (Prime Contractor) 50% self perform</p>	<p>Pasco County BOCC Michael J. Carbella, P.E. (727)834-3604 (bonded) mcarbella@pascocountyfl.net Arch/Eng.: Cumbey Fair</p>	<p>\$975,440</p>
<p>Autism Inspired Academy Clearwater, FL (Prime Contractor) 20% self perform</p>	<p>Floridays Investments LLC Elizabeth Russell (727)474-7711 (not bonded) liz@autisminspired.org Arch/Eng: Allen James, PE Phil Graham/ Jones Worley</p>	<p>\$185,364</p>
<p>US19/SR 595 E7M91 Tarpon Springs, FL (Prime Contractor) 50% self perform</p>	<p>FDOT Sarah Gansz (727)575-8317 (bonded) sarah.gansz@dot.state.fl.us Arch/Eng: Element</p>	<p>\$1,560,121</p>
<p>Oxbow Restaurant Renovations Ft. Myers, FL (Prime Contractor) 90% self perform</p>	<p>Mainsail Fort Myers, LLLP Brian Check (813)313-1137 (not bonded) dellard@walshgroup.com</p>	<p>\$3,062,207</p>
<p>West Bay Drive/Pinellas Trail Gateway Largo, FL 727-587- 90% self perform</p>	<p>City of Largo Brian Highnote (727)587-6713 (bonded) bhighnot@largo.com Arch/Eng: CPH Inc.</p>	<p>\$2,062,458</p>



Projects Completed 2021 continued

Southeast Seminole Heights Flooding Relief Design
Tampa, FL
(Prime Contractor)

City of Tampa
Jeff DeBosier, P.E.
(813)274-8428
Arch/Eng: Wade Trim Inc.

\$3,421,155

Rosery Road Preconstruction Services & Construction
Largo, FL
(Prime Contractor)
50% self perform

City of Largo
Barry Westmark
(727)587-6713 x4433 (bonded)
bwestmar@largo.com
Arch/Eng: Pennoni & Assoc.

Barry



David Nelson Construction Co.
Projects Completed in 2020

<p>NW Treatment Regional Water Reclamation Facility Expansion - Hillsborough Co., FL (Subcontractor) 90% self perform</p>	<p>Garney/Wharton-Smith JV Tony Feria (813)230-7856 (bonded) tferia@garney.com Arch/Eng: Tetra Tech</p>	<p>\$7,430,503</p>
<p>Innisbrook Punchlist T & M Palm Harbor, FL (Prime Contractor) 5% self perform</p>	<p>Salamander Innisbrook, LLC Jim Busch (not bonded) ibusch@innisbrookresort.com</p>	<p>\$750,000</p>
<p>Innisbrook FF&E Palm Harbor, FL (Prime Contractor) 10% self perform</p>	<p>Salamander Innisbrook, LLC Jim Busch (not bonded) ibusch@innisbrookresort.com</p>	<p>\$259,700</p>
<p>Columbia Restaurant Renovations Tampa, FL (Prime Contractor) 5% self perform</p>	<p>The Columbia Restaurant Group Tim Steele (not bonded) tsteele@columbiarestaurant.com</p>	<p>\$348,098</p>
<p>Innisbrook Furniture Storage Palm Harbor, FL (Prime Contractor)</p>	<p>Salamander Innisbrook, LLC Jim Busch (not bonded) ibusch@innisbrookresort.com</p>	<p>\$470,521</p>
<p>Alegiant Maintenance Facility Pinellas County, FL (Subcontractor) 90% self perform</p>	<p>Jacob Erecting & Construction LLC Kevin Wade (561)299-7504 (bonded) kwade@jacobcompanies.com Arch/Eng: VHB (813)327-5450</p>	<p>\$894,215</p>
<p>Innisbrook Condo Renovations Manatee and Pinellas County, FL (Prime Contractor) 30% self perform</p>	<p>Salamander Innisbrook, LLC (863)519-2451 (bonded) walter.breggeman@dot.state.fl.us</p>	
<p>West Bay Drive Multimodal Improvements Largo, FL (Prime Contractor)</p>	<p>City of Largo Barry Westmark (727)587-6713 x4433 Arch/Eng: Pennoni Associates Inc. bwestmar@largo.com</p>	<p>\$3,291,231</p>



David Nelson Construction Co.
Projects Completed in 2019

<p>East Gateway Stormwater & Sanitary City of Clearwater (Prime Contractor) 60% self-perform</p>	<p>City of Clearwater BOCC Lisa Bayly (727)562-4802 (bonded) Lisa.bayly@myclearwater.com Arch/Eng: Interflow</p>	<p>\$10,455,000</p>
<p>South Lake Ave. Culvert Replacement Clearwater, FL (Prime Contractor) 70% self perform</p>	<p>Pinellas County BOCC Joe Boggs (727)418-8604 (bonded) jboggs@co.pinellas.fl.us Arch/Eng: Hardesty & Hanover</p>	<p>\$841,774</p>
<p>Trotter Road Reconstruction Largo, FL (Prime Contractor) 60% self perform</p>	<p>City of Largo Barry Westmark (727)587-6713 x4433 (bonded) bwestmar@largo.com Arch/Eng: Land & Water Engineers</p>	<p>\$6,016,661 727-587</p>
<p>Sonder Restaurant Dunedin, FL (Prime Contractor) 15% self perform</p>	<p>Sonder Social, LLC Zachary Feinstein (bonded) (727)301-2383 Arch/Eng: SDG Archtiects</p>	<p>\$270,155</p>
<p>USF New Entry/Laurel Drive Extension Tampa, FL Prime Contractor Design/Build 50% self perform</p>	<p>USF Board of Trustees Steve Lafferty, slafferty@usf.edu Arch/Eng: Ayres Associates</p>	<p>\$4,331,904</p>
<p>Artisan Unit 102 Build Out Dunedin, FL Prime Contractor 5% self perform</p>	<p>203 N. Marion Street, LLC Will Kochenour III (727)493-2820 (not bonded) wkochenour@stantekmanagement.com Arch/Eng: 2 Young Architects</p>	<p>\$57,708</p>
<p>Patel High School Pond Wash Out Repair Tampa, FL Subcontractor 100% self perform</p>	<p>Element Commercial Construction LLC Jim Smith (941)744-7257 (not bonded) jim.smith@element-cc.com</p>	<p>\$11,500</p>
<p>18th Green Pavers Palm Harbor, FL Prime Contractor</p>	<p>Copperhead Charities Jim Busch (not bonded) jbusch@innisbrookresort.com</p>	<p>\$169,246</p>



David Nelson Construction Co.

Projects Completed in 2018

Greenlea-Otten Traffic Calming Clearwater, FL (Prime Contractor) 50% self-perform	City of Clearwater BOCC Tara Kivett (727)741-0005 (bonded) Tara.kivett@myclearwater.com Arch/Eng: Sam Schwartz	\$3,646,047
Ulmerton Road T7353 Pinellas County, FL (Prime Contractor) 40% self-performed	FDOT Ashley Quaid Ph: (727)254-6041 (bonded) Ashley.quaid@dot.state.fl.us Arch/Eng: Stantec	\$19,845,018
Williams Road @ Dr. MLK Jr. Blvd. Hillsborough Co., FL (Prime Contractor) 50% self-perform	Hillsborough County BOCC Felipe Alvarez, Procurement Analyst (813)301-7076 (bonded) Alvarezf@hillsboroughcounty.org Arch/Eng: Element	\$3,930,000
Airfield Pavement Rehabilitation Hillsborough Co., FL (Prime Contractor) 50% self-perform	Hillsborough Co. Aviation Authority Adam Smith, (813)676-4337 (bonded) rasmith@tampaairport.com Arch/Eng: Kimley Horn	\$13,920,679
ADA Ramp - Wall Springs Park Tower Palm Harbor, FL (Prime Contractor) 25% self-perform	Pinellas County BOCC David D. Fechter (727)464-3154 (bonded) david.fechter@myclearwater.com Arch/Eng: HDR	\$1,331,000
Fenway Bldg. E Design/Build Dunedin, FL (Prime Contractor) 25% self-perform	TTCS-USA Title Holding Corp Sean Dennison, (850)443-8527 ddfechter@pinellascounty.org Arch/Eng: HDR	\$1,900,500
USF Lauren Road Design Tampa, FL Design Project 50% self-perform	University of South Florida Board of Trustees Steve Lafferty, slafferty@usf.edu Brian Lavery, bel2@usf.edu Arch/Eng: Ayres Associates	\$653,410
Epicurean Hotel Bar Renovations Dunedin, FL (Prime Contractor) 20% self-perform	The Epicurean Hotel Brian Check , (813)313-1137 bcheck@mainsaildevelopment.com Arch/Eng: Rod Coleman	\$80,736
Starkey Road Largo, FL (Prime Contractor) 40% self-performed	Pinellas Co. BOCC Angel Lafita, CPM (727)464-8864 (bonded) angell@pinellascounty.org Arch/Eng: URS	\$12,998,110



David Nelson Construction Co.
Projects Completed in 2017

<p>Largo High School Replacement Facility Largo, FL (Subcontractor) 84% self-performed</p>	<p>Ajax Building Corporation Rob Culpepper (813)792-3900 (bonded) rculpepper@ajaxbuilding.com Arch/Eng: George F. Young</p>	<p>3,802,677</p>
<p>US 41 and Apollo Beach Blvd. Hillsborough County, FL (Prime Contractor) 50% self-perform</p>	<p>NPP-Southbend II, LLC Doug South – Newland Communities (813)620-3555 (bonded) dsouth@newlandco.com Arch/Eng: Lincks</p>	<p>2,484,000</p>
<p>ACH St. Petersburg St. Petersburg, FL (Subcontractor) 50% self-performed</p>	<p>Wehr Constructors, Inc. John Gaver , Jason Zazula, Mark Lindley (813)272-0408</p>	<p>6,000</p>
<p>Hillsborough Co. Road Reconstruction Hillsborough Co., FL (Prime Contractor) 50% self-performed</p>	<p>Hillsborough BOCC Eric Niedernhofer, Project Manager (813)307-1764 niedernhofere@hillsboroughcounty.org Arch/Eng: Hillsborough Co. in-house</p>	<p>3,365,000</p>
<p>Design-Build of Tournament Sports Complex Tampa, FL (Design/Build Contractor) 20% self-performed</p>	<p>Hillsborough County BOCC Chris Postiglione (813)273-3769 postiglione@hillsboroughcounty.org Arch/Eng: Stantec</p>	<p>480,248</p>
<p>Pass-A-Grille Way St. Pete Beach, FL (Prime Contractor) 50% self-performed</p>	<p>City Commissioners of St. Pete Beach Mike Clarke (727)363-9255 (bonded) mclarke@stpetebeach.org Arch/Eng: CPWG</p>	<p>\$11,088,521</p>



David Nelson Construction Co.
Projects Completed in 2016

<p>974 Northwest Culvert Replacement Hillsborough Co., FL (Prime Contractor) 70% self-performed</p>	<p>Hillsborough Co. BOCC Diane Page (813)272-5970 (bonded) Arch/Eng: Hillsborough Co. In-house</p>	<p>\$487,500</p>
<p>978 CCTC @ SR56/CR54 Pasco Co., FL (Prime Contractor) 15% self-performed</p>	<p>JG Cypress Creek LLC Dominic J. Salomone (440)725-6526 (bonded) Arch/Eng: WRA</p>	<p>\$2,065,000</p>
<p>983 Remote Parking Lot at P.I.E. Pinellas Co., FL (Prime Contractor) 60% self-performed</p>	<p>Pinellas County BOCC Scott A. Yarley (727)453-7800 (bonded) svarley@fly2pie.com Arch/Eng: American Infra Dev.</p>	<p>\$1,808,724</p>
<p>981 Dade City – City Hall & Police Station Dade City, FL (Subcontractor) 75% self-performed</p>	<p>Ajax Building Corporation Robert Welsh (813)792-3900 (no bond) rwelsh@ajaxbuilding.com Arch/Eng: Wannermaker</p>	<p>\$526,000</p>
<p>964 Repair Runway Ponding @ MacDill AFB MacDill AFB, Tampa, FL (Subcontractor) 80% self-performed</p>	<p>Danner Construction Company, Inc. Josh Walker, Project Manager (813)969-2343 (bonded) joshwalker@dannerconstruction.com Arch/Eng: Singhofen Assoc</p>	<p>\$3,415,666</p>
<p>990 TIA Gate 90 Service Road Tampa, FL (Subcontractor) 40% self-performed</p>	<p>Walbridge Aldinger Company Michael Hollowell (813)635-1056 (bonded) mhollowell@walbridge.com Arch/Eng: TY Lin</p>	<p>\$274,000</p>
<p>989 TIA Airfield PCC Panel Replacement Tampa, FL (Prime Contractor) 50% self-performed</p>	<p>Hillsborough Co. Aviation Authority MaryKay Crabtree, Procurement Agent (813)801-6082 (bonded) mcrabtree@tampaairport.com</p>	<p>\$343,145</p>



Project Completed in 2016 (continued)

979 Tampa Riverwalk - (Prime Contractor) 25% self-performed	City of Tampa (813)393-7896 (bonded) Don.cermeno@tampa.gov.net Arch/Eng: URS	\$4,644,426
983 Remote Parking Lot @ P.I.E. C.O. #2 St. Pete/Clearwater Airport (Prime Contractor) 75% self-performed	Pinellas County BOCC Scott A. Yarley (727)453-7800 (bonded) syarley@fly2pie.com Arch/Eng: American Infra Dev.	\$289,900



WIREGRASS II CDD - REQUEST FOR PROPOSALS - Chancey Road Phase 3 Project RANKING SHEET

Bill Porter

1. Personnel

(10 points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

Ripa	Phillips & Jordan	Kearney	QGS	David Nelson

2. Proposer’s Experience

(20 points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

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3. Understanding of Scope of Work

(10 points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

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4. Financial Capability

(10 points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

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5. Price

(25 points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

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10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. Schedule

(25 points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

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10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

Total

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WIREGRASS II CDD - REQUEST FOR PROPOSALS - Chancey Road Phase 3 Project RANKING SHEET

Colby Chandler

1. Personnel (10 points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

Ripa	Phillips & Jordan	Kearney	QGS	David Nelson

2. Proposer’s Experience (20 points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

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3. Understanding of Scope of Work (10 points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

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4. Financial Capability (10 points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

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5. Price (25 points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

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6. Schedule (25 points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

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Total

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WIREGRASS II CDD - REQUEST FOR PROPOSALS - Chancey Road Phase 3 Project RANKING SHEET

Caitlin Chandler

1. Personnel

(10 points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

Ripa	Phillips & Jordan	Kearney	QGS	David Nelson

2. Proposer’s Experience

(20 points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

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3. Understanding of Scope of Work

(10 points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

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4. Financial Capability

(10 points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

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5. Price

(25 points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

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6. Schedule

(25 points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

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Total

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WIREGRASS II CDD - REQUEST FOR PROPOSALS - Chancey Road Phase 3 Project RANKING SHEET

Hatcher Porter

1. Personnel

(10 points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

Ripa	Phillips & Jordan	Kearney	QGS	David Nelson

2. Proposer’s Experience

(20 points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

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3. Understanding of Scope of Work

(10 points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

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4. Financial Capability

(10 points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

--	--	--	--	--

5. Price

(25 points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

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6. Schedule

(25 points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

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Total

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WIREGRASS II CDD - REQUEST FOR PROPOSALS - Chancey Road Phase 3 Project RANKING SHEET

Quinn Porter

1. Personnel (10 points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

Ripa	Phillips & Jordan	Kearney	QGS	David Nelson

2. Proposer’s Experience (20 points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

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3. Understanding of Scope of Work (10 points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

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4. Financial Capability (10 points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

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5. Price (25 points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

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6. Schedule (25 points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

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Total

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Tab 7

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wiregrass II Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities within and without its boundaries; and

WHEREAS, the District has solicited bids from contractors interested in providing construction services related to the District’s Chancey Road Phase 3 project (the “Project”); and

WHEREAS, the District has received and evaluated bids from _____ () contractors interested in providing those services relative to the Project; and

WHEREAS, in the best interest of the District, the Board of Supervisors of the District (the “Board”) desires to award a contract to _____ (the “Contractor”); and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The bid submitted by the Contractor is the bid which best serves the interests of the District.

SECTION 3. The Contractor shall be awarded a contract for construction services for the Project.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the Contractor.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 23rd day of February 2023.

ATTEST:

**WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 8

Steadfast Contractors Alliance, LLC

CHANGE ORDER

30435 Commerce Drive Suite 102
 San Antonio, FL 33576

Phone: 844-347-0702
Fax: 813-388-4490

No. 1

TITLE: Change Order **DATE:** 12/29/2022

PROJECT: SCA01810 Wiregrass 3B&4

JOB: SCA01810
CONTRACT/PO: SCA01810

TO: Attn: Lynn Hayes
 Wiregrass II CDD
 3434 Colwell Ave, Suite 200
 Tampa, FL 33614

CONTRACT DATE: 12/29/2022
STARTED:
COMPLETED:
REQUIRED:

DESCRIPTION

Change order to deduct items that will be Owner Direct Purchased by the CDD.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	1.00	Irrigation Materials Deduction - SiteOne Quote		-1.000	Lump Sum	346,561.12	-346,561.12
2	1.01	Irrigation Sales Tax Savings		-1.000	Lump Sum	24,259.28	-24,259.28
3	2.00	Landscape Materials Deduction (Plant Materials various nurseries)		-1.000	Lump Sum	292,645.20	-292,645.20
4	2.01	Landscape Materials Tax Savings		-1.000	Lump Sum	20,485.16	-20,485.16
5	3.00	Pine Bark Direct buy from Site One		-1.000	Lump Sum	31,439.00	-31,439.00
6	3.01	Pine Bark Sales Tax Savings		-1.000	Lump Sum	2,200.73	-2,200.73
7	4.00	Tree Staking Kits direct by from Site One		-1.000	Lump Sum	4,772.27	-4,772.27
8	4.01	Tree Staking Kits Tax Savings		-1.000	Lump Sum	334.06	-334.06
						Item Total:	(\$722,696.82)
						Total:	\$0.00
						Total:	(\$722,696.82)

Steadfast Contractors Alliance, LLC

CHANGE ORDER

30435 Commerce Drive Suite 102
San Antonio, FL 33576

Phone: 844-347-0702
Fax: 813-388-4490

No. 1

TITLE: Change Order

DATE: 12/29/2022

PROJECT: SCA01810 Wiregrass 3B&4

JOB: SCA01810

TO: Attn: Lynn Hayes
Wiregrass II CDD
3434 Colwell Ave, Suite 200
Tampa, FL 33614

CONTRACT/PO: SCA01810

CONTRACT DATE: 12/29/2022

STARTED:

COMPLETED:

REQUIRED:

The original Contract Sum was	\$1,338,216.28
The net change by previously authorized Change Orders is	\$0.00
The Contract Sum prior to this Change Order was	\$1,338,216.28
The Contract Sum will be decreased by this Change Order in the amount of	(\$722,696.82)
The new Contract Sum including this Change Order will be	\$615,519.46
The Contract Time will be increased by	0 days
The date of Substantial Completion as of this Change Order therefore is	Unchanged

ACCEPTED

Wiregrass II CDD

Steadfast Contractors Alliance,
LLC

By: *William Foster*

By: *[Signature]*

By: _____

Date: 1/10/23

Date: 1/10/23

Date: _____

Tab 9

CHANGE ORDER

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: SCA01810 Wiregrass 3B&4	CHANGE ORDER #:	2
SCA01810 Wiregrass 3B&4	CHANGE ORDER DATE:	01/24/2023
Wiregrass Ranch Blvd	PROJECT #s:	SCA01810
Wesley Chapel, FL	DATE OF CONTRACT:	12/29/2022
TO: Steadfast Contractors Alliance, LLC	FOR:	
30435 Commerce Drive Suite 102		
San Antonio, FL 33576		

The Contract is changed as follows:

Wiregrass Electrical Services for Timers Wiregrass Ranch Boulevard (4)- 120 V services for timers. The services will still have to be 60 A. . The addresses are 5176, 4844, 4390 and 4690 Wiregrass Ranch Blvd Wesley Chapel, FL 33543.

The original Contract Sum was	\$1,338,216.28
The net change by previously authorized Change Orders is	(\$722,696.82)
The Contract Sum prior to this Change Order was	\$615,519.46
The Contract Sum will be increased by this Change Order in the amount of	\$17,500.00
The new Contract Sum including this Change Order will be	\$633,019.46
The Contract Time will be increased by	0 days.
The date of Substantial Completion as of this Change Order therefore is	Unchanged

Not valid until signed by all parties below.

_____	Steadfast Contractors Alliance, LLC	Wiregrass II CDD
ARCHITECT	CONTRACTOR	OWNER
_____	30435 Commerce Drive Suite 102	3434 Colwell Ave, Suite 200
ADDRESS	ADDRESS	ADDRESS
_____	San Antonio, FL 33576	Tampa, FL 33614
_____	_____	_____
BY (Signature)	BY (Signature)	BY (Signature)
_____	_____	_____
(Typed Name)	(Typed Name)	(Typed Name)
DATE _____	DATE _____	DATE _____

Change Order Items and Costs

Number: 2

Initiation Date: 01/24/2023

Title: Change Order # 2 - Electrical

Project: SCA01810 Wiregrass 3B&4

Project #: SCA01810

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount	
1	Electrical	60 AMP Meter installs at Wiregrass Ranch for Irrigation Timers.		4.000	Each	4,375.00	17,500.00	
							Item Total:	\$17,500.00
							Total:	\$0.00
							Total:	\$17,500.00

Tab 10



February 13, 2023

Mr. Scott Sheridan
Wiregrass II CDD
c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

E-MAIL DELIVERY WITH PDF ATTACHMENT
scott@thewiregrassranch.com

RE: Chancey Road – Phase 3
Additional Services Addendum #01
Ecological Services

Dear Scott:

Pursuant to your email request on January 18, 2023, enclosed is Ardurra Group, Inc.'s (Ardurra) Additional Services Addendum (ASA) for the referenced project.

Upon completing your review, and if acceptable, please sign the attached ASA form and return the fully executed copy to me. In the interim, please do not hesitate to call with questions.

Sincerely,

Michael D. Palmer
Sr. Environmental Scientist

MDP/lag

Enclosure(s)

cc: Nicole L. Lynn, P.E., Ardurra
File 00046/2022-1561

ADDITIONAL SERVICES ADDENDUM

ARDURRA GROUP, INC.
4921 Memorial Highway
Suite 300
Tampa, Florida 33634
813/880-8881

Addendum #: 01

Notice to Proceed from: Scott Sheridan

THIS ADDENDUM TO THE AGREEMENT dated 07/28/22, by and between ARDURRA GROUP, INC. (Ardurra), and the CLIENT identified herein is for the Professional Services described below.

PROJECT NAME: Chancey Road – Phase 3

CLIENT: Wiregrass II CDD, c/o Rizzetta & Company

ADDRESS: 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

ARDURRA PROJECT NUMBER: 00046/2022-1561

1. Description of Additional Professional Services to be provided by Ardurra (attach additional pages, if necessary):

A. Florida Sandhill Crane Nesting Survey

Ardurra ecologists will examine all appropriate/suitable onsite wetlands in accordance with FWC requirements, based on the Pasco County MPUD Conditions of Approval. In accordance with current FWC survey methodology, field surveys for Sandhill Cranes will be conducted on two (2) separate days, or on a single day if aerial survey methods are employed, over the study area (inclusive of the project limits plus a 400-foot buffer zone) during the period of late December - August. The methods and results of the field effort will be summarized in a letter report to be provided to Pasco County and the FWC. If any active nests or occupied habitat are documented, Ardurra will advise the Client that development activities in the immediate vicinity of such nest sites will be restricted via establishment of a nest site setback during the nesting activity period. Once it has been determined that either no nesting is occurring onsite or nesting/breeding activities have been completed for the current breeding season, Ardurra will discontinue the survey and prepare a letter report of findings for submittal to Pasco County and the FWC. Any additional studies or coordination relative to FWC permitting and/or mitigation requirements that may arise due to the presence of this species on the property are beyond this scope and would be considered as an "Additional Service."

2. Estimated Completion Date: March 31, 2023


3. The compensation to be paid Ardurra for providing the requested services shall be:

- A. Lump Sum amount of: **\$4,400.00**
- B. A Not to Exceed Time and Materials charge of \$_____
- C. Unit Cost/Time Charges

IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

ARDURRA GROUP, INC.

CLIENT: Wiregrass II CDD c/o Rizzetta & Co.

SIGNED: 
TYPED NAME: Michael D. Palmer
TITLE: Sr. Environmental Scientist
DATE: February 13, 2023

SIGNED: _____
TYPED NAME: _____
TITLE: _____
DATE: _____

Return one fully executed copy to ARDURRA GROUP, INC.

Tab 11

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN AMENDMENTS TO THE DISTRICT'S RECORD RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Chapter 190, Florida Statutes, authorizes the Wiregrass II Community Development District ("**District**") to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, on February 27, 2019, the Board of Supervisors of the Wiregrass II Community Development District ("**Board**"), adopted Resolution 2019-17 providing for the adoption of the District's Record Retention Policy ("**Policy**"); and

WHEREAS, the Policy requires the District "retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same"; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Record Retention Policy as described in more detail in paragraph 2 below; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2019-17, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2019-17 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

2. AMENDMENT. The Records Retention Policy is hereby amended by inserting the language indicated in single underlined text (indicated textually in the same manner as the following example: underlined text) and by deleting the language indicated by strikethrough text (indicated textually in the same manner as the following example: ~~stricken text~~) as set forth herein:

The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("**Division**") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum

retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the General Records Schedule for State and Local Government Agencies, Item #146, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

PASSED AND ADOPTED this 23th day of February 2023.

ATTEST:

**WIREGRASS II COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Tab 12

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACCEPTANCE OF A CHARITABLE CONTRIBUTION IN SATISFACTION OF PAYMENT FOR THE ACQUISITION OF CERTAIN REAL PROPERTY; ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Wiregrass II Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, for the purpose of constructing, installing, operating, and/or maintaining public infrastructure improvements serving the “Wiregrass” development; and

WHEREAS, the District has previously adopted that certain *Master Engineer’s Report*, dated June 2020 outlining the scope of the public infrastructure improvements (the “**District Improvements**”) to be included within the District’s master capital improvement plan, including the development of Wiregrass Ranch Boulevard Phases 3A, 3B, and 4A-D and Chancey Road Phases 3 and 4 (collectively, the “**Master Project**”); and

WHEREAS, Wiregrass Ranch Inc. (the “**Landowner**”) has undertaken and funded the construction of portions of the Master Project that have not been undertaken by the District, specifically the development of Wiregrass Ranch Boulevard Phase 3A which were subsequently conveyed to the District, and in furtherance thereof has conveyed the real property underlying such improvements to the District (the “**Real Property**”); and

WHEREAS, upon its acquisition of the Real Property, the District executed a promissory note in favor of the Landowner in the amount of \$1,995,644.90 representing the fair market value thereof (the “**Promissory Note**”); and

WHEREAS, the Promissory Note obligates the District to reimburse the Landowner for the cost of the Real Property from i) legally available sources which have been approved by the District’s Board of Supervisors (the “**Board**”) or ii) from the proceeds of the District’s issuance of a future series of bonds or other indebtedness;¹ and

WHEREAS, in lieu of the District issuing additional series of bonds or providing funding through operations and maintenance assessments or another legal source for the repayment of the Promissory Note, the Landowner has instead offered to contribute the Real Property to the District as a charitable contribution in full satisfaction of the Promissory Note (hereinafter, the “**Charitable Contribution**”); and

WHEREAS, the Board has determined that it is in the best interests of the District, its residents, and landowners to accept the Charitable Contribution as evidenced in the

¹ Note that such reimbursement is contingent upon: (i) a determination by the District’s bond counsel that the acquisitions are properly compensable from the proceeds of the bonds; and (ii) the inclusion of the acquisition of the property within the scope of the applicable capital improvement plan relative to such bonds.

attached **Exhibit A** in satisfaction of the Promissory Note, as shown in the attached **Exhibit B**, effective as of May 8, 2020; and

WHEREAS, the District's Board now desires to adopt this Resolution in order to memorialize the satisfaction of the Promissory Note through the acceptance of the Charitable Contribution, and to ratify the Chairman and District's Staff's actions in effectuating same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

1. INCORPORATION OF RECITALS. The District hereby adopts the foregoing recitals as factual findings of the Board, and such recitals are hereby incorporated by reference as a material part of this Resolution.

2. RATIFICATION OF ACCEPTANCE OF CHARITABLE CONTRIBUTION AND SATISFACTION OF PROMISSORY NOTE. The District Board hereby ratifies and approves the acceptance of the Charitable Contribution as evidenced in the attached **Exhibit A** and the satisfaction of the outstanding Promissory Note due and owing to the Landowner as set forth in more detail in the Recitals herein and in the attached **Exhibit B**. The District Board additionally ratifies any actions taken by (i) the Chairman, Vice Chairman, the Secretary of the District, and any authorized designee thereof, and (ii) District Staff that were necessary or desirable in connection with the effectuation of the transaction(s) contemplated herein.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage, and shall remain in effect unless rescinded or repealed.

[Continued on Next Page]

PASSED AND ADOPTED this 23rd day of February 2023.

ATTEST:

**BOARD OF SUPERVISORS OF THE
WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

Chairman, Board of Supervisors

Exhibit A: Form 8283 Evidencing Noncash Charitable Contribution

Exhibit B: Accounting of Satisfaction of Promissory Note

EXHIBIT A

Form 8283 Evidencing Noncash Charitable Contribution

EXHIBIT B

Accounting of Satisfaction of Promissory Note

<u>Infrastructure Project</u>	<u>Entity</u>	<u>Project</u>	<u>Date of Note</u>	<u>Amount of Promissory Note²</u>	<u>Current Value of Note³</u>	<u>Amount of Promissory Note Satisfied</u>	<u>Amount of Promissory Note that Remains Outstanding</u>
Wiregrass Ranch Blvd. Phase 3A Real Property	Wiregrass Ranch, Inc.	Master Project	5/8/2020	\$1,995,644.90	\$1,995,644.90	\$1,995,644.90	\$0

² Represents amounts for which reimbursement was not previously made to the Landowner

³ The Promissory Note bears an 5.56% annual interest rate; however, no interest is due on this note.

Tab 13

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ASSIGNMENT OF MOBILITY FEE CREDITS TO IN SATISFACTION OF PAYMENT FOR THE ACQUISITION OF CERTAIN PUBLIC INFRASTRUCTURE AND REAL PROPERTY COSTS; ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Wiregrass II Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, for the purpose of constructing, installing, operating, and/or maintaining public infrastructure improvements serving the “Wiregrass” development which is being actively developed by Locust Branch, LLC and its affiliates (collectively, the “**Developer**”); and

Land Use and Development Approvals

WHEREAS, the lands within the District are located within a development of regional impact (“**Wiregrass Ranch DRI**”) and are subject to that certain *Wiregrass Ranch Development of Regional Impact #260 Development Order* adopted by Pasco County (the “**County**”) pursuant to Resolution No. 07-291, as subsequently amended by Resolution Nos. 08-06, 10-376, 10-399, 13-29, 13-99, 13-245, 14-66, and 19-82 (collectively, the “**DRI Development Order**”); and

WHEREAS, the lands within the District are also located within a master planned unit development and are subject to that certain *Wiregrass Ranch DRI/Master Planned Unit Development Conditions of Approval, Rezoning Petition No. RZ6976*, as amended by those certain *Nonsubstantial Modifications* approved by the County on or about November 6, 2014 and November 30, 2015, and that certain *Wiregrass MPUD – Rezoning Plan DRI #260* approved by the County on or about February 25, 2014 (collectively, the “**MPUD**”); and

WHEREAS, the lands within the District are subject to that certain *Amended and Restated Development Agreement for Wiregrass Ranch* dated August 27, 2020 and recorded at Book 10166, Page 1520 of the Public Records of the County, and that certain *Development Agreement of Wiregrass Ranch Boulevard Within the Wiregrass Ranch Development of Regional Impact No. 260* dated August 15, 2017 and recorded at Book 9614, Page 986 of the Public Records of the County (collectively, the “**Development Agreement**”); and

WHEREAS, the lands within the District are also subject to, contemplated and/or required by the *Wiregrass Ranch DRI/MPUD Master Roadway Plan Conditions of Approval*, dated July 27, 2017 (the “**MRP**,” and together with the DRI Development Order, the MPUD, and the Development Agreement, the “**Development Approvals**”); and

District Construction Projects and District Bond Issuances

WHEREAS, the District has previously adopted that certain *Master Engineer's Report*, dated June 2020 outlining the scope of the public infrastructure improvements (the "**District Improvements**") to be included within the District's master capital improvement plan, including the development of Wiregrass Ranch Boulevard Phases 3A, 3B, and 4A-D and Chancey Road Phases 3 and 4 (collectively, the "**Master Project**"); and

WHEREAS, the District has issued its Capital Improvement Revenue Bonds, Series 2020 (Assessment Area One) in the aggregate principal amount of \$10,705,000 (the "**Series 2020 Bonds**") for the purpose of financing, in part, the acquisition and construction of a portion of the infrastructure improvements comprising the Master Project (the "**Assessment Area 1 Improvements**") relative to the development of Wiregrass Ranch Boulevard Phases 3B and 4A-D, as described in more detail in that certain *Assessment Area 1 Supplemental Engineer's Report*, dated October 2020 (hereinafter, the "**Assessment Area 1 Project**"); and

WHEREAS, the District has undertaken the construction of certain mobility fee creditable transportation improvements, which are within the scope of the Assessment Area 1 Project, using the proceeds from the Series 2020 Bonds (hereinafter, the "**Assessment Area 1 Roadway Improvements**"); and

WHEREAS, the District has also issued its Capital Improvement Revenue Bonds, Series 2022 (Assessment Area Two) in the aggregate principal amount of \$11,460,000 (the "**Series 2022 Bonds**") for the purpose of financing, in part, the acquisition and construction of the infrastructure improvements comprising the Master Project (the "**Assessment Area 2 Improvements**,") relative to the development of Wiregrass Ranch Boulevard Phases 3B and 4A-D and Chancey Road Phases 3 and 4, as described in more detail in that certain *Assessment Area 2 Supplemental Engineer's Report*, dated April 2022 (hereinafter, the "**Assessment Area 2 Project**"); and

WHEREAS, the District has undertaken the construction of certain mobility fee creditable transportation improvements, which are within the scope of the Assessment Area 2 Project, using the proceeds from the Series 2022 Bonds (hereinafter, the "**Assessment Area 2 Roadway Improvements**," and together with the Assessment Area 1 Roadway Improvements, the "**District-Constructed Improvements**"); and

Developer Construction Projects and Real Property Conveyances

WHEREAS, the Developer has undertaken and funded the construction of portions of the Master Project that have not been undertaken by the District, specifically the development of the public infrastructure improvements comprising Wiregrass Ranch Boulevard Phase 3A which were subsequently conveyed to the District (hereinafter, the "**Developer-Constructed Improvements**," and together with the District-Constructed Improvements, the "**Roadway Improvements**"); and

WHEREAS, the Developer has additionally conveyed certain real property to the District relative to the land upon which the Roadway Improvements are located (the “**Real Property**”); and

WHEREAS, upon its acquisition of the Developer-Constructed Improvements and the Real Property, the District executed promissory notes in favor of the Developer for either the actual cost of the improvements or the fair market value of the real property upon which such improvements were constructed, as applicable (hereinafter, the “**Project Costs**”) as set forth in more detail in the attached **Exhibit A** (collectively, the “**Promissory Notes**”); and

WHEREAS, the Promissory Notes obligate the District to reimburse the Developer for the Project Costs from i) legally available sources which have been approved by the District’s Board of Supervisors (the “**Board**”), such as mobility fee credits¹ or ii) from the proceeds of the District’s issuance of a future series of bonds or other indebtedness;² and

Assignment of Impact Fee Credits

WHEREAS, the construction of the Roadway Improvements is contemplated and/or required by the Development Approvals, the completion of which entitles the owner of such improvements to receive roadway mobility fee credits (“**Mobility Fee Credits**”) from the County; and

WHEREAS, in lieu of issuing additional series of bonds for the repayment of the Promissory Notes or providing funding through operations and maintenance assessments or another legal source, the Board has determined that it is in the best interests of the District, its residents, and landowners to assign the Mobility Fee Credits to the Developer in satisfaction of all or a portion of the outstanding Promissory Notes in the manner set forth in the attached **Exhibit A**; and

WHEREAS, due to efficiencies and economic of scale, the District additionally has determined that it is in the best interests of the District, its residents, and landowners to direct the County to pay the Mobility Fee Credits directly to the Developer; and

¹ Also see Section 8 of that certain *Agreement Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property (Series 2022)*, dated June 16, 2022 which additionally provides that in lieu of reimbursing the Developer for the cost of the Work Product, Improvements, or Real Property from the proceeds of the Series 2022 Bonds, the District can also elect to provide for such repayment through the assignment of impact fee credits generated from the District’s construction of the Assessment Area 2 Project.

² Note that such reimbursement is contingent upon: (i) a determination by the District’s bond counsel that the acquisitions are properly compensable from the proceeds of the bonds; and (ii) the inclusion of the acquisition of the property within the scope of the applicable capital improvement plan relative to such bonds.

WHEREAS, in furtherance thereof, to date the County has disbursed the Mobility Fee Credits for the construction of the Roadway Improvements in the amount of \$10,813,650.98; and

WHEREAS, the Mobility Fee Credits have been credited by the District towards the satisfaction of outstanding Promissory Notes as shown in more detail in the attached **Exhibit A**; and

WHEREAS, the District's Board now desires to adopt this Resolution in order to memorialize the satisfaction of the Promissory Notes through the assignment of the Mobility Fee Credits, and to ratify the Chairman and District's Staff's actions in effectuating same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

1. INCORPORATION OF RECITALS. The District hereby adopts the foregoing recitals as factual findings of the Board, and such recitals are hereby incorporated by reference as a material part of this Resolution.

2. RATIFICATION OF ASSIGNMENT OF MOBILITY FEE CREDITS AND SATISFACTION OF PROMISSORY NOTES. The District Board hereby ratifies and approves the satisfaction of outstanding Promissory Notes due and owing to the Developer via the assignment of Mobility Fee Credits as set forth in more detail in the Recitals herein and in the attached **Exhibit A**. The District Board additionally ratifies any actions taken by (i) the Chairman, Vice Chairman, the Secretary of the District, and any authorized designee thereof, and (ii) District Staff that were necessary or desirable in connection with the effectuation of the transaction(s) contemplated herein.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage, and shall remain in effect unless rescinded or repealed.

[Continued on Next Page]

PASSED AND ADOPTED this 23rd day of February 2023.

ATTEST:

**BOARD OF SUPERVISORS OF THE
WIREGRASS II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

Chairman, Board of Supervisors

Exhibit A: Accounting of Satisfaction of Promissory Note

EXHIBIT A

Accounting of Satisfaction of Promissory Note

<u>Infrastructure Project</u>	<u>Entity</u>	<u>Project</u>	<u>Date of Note</u>	<u>Amount of Promissory Note³</u>	<u>Current Value of Note at Date of Satisfaction</u>	<u>Amount of Promissory Note Satisfied</u>	<u>Amount of Promissory Note that Remains Outstanding</u>
Wiregrass Ranch Blvd. Phase 3A Utilities and Roadway Improvements	Locust Branch, LLC	Master Project	6/10/2020	\$2,841,108.33	\$3,259,818.14 ⁴	\$3,259,818.14	\$0
Wiregrass Ranch Blvd. Phase 4 Real Property	JHP Real Estate Partnership, Ltd.	AA1; AA2	12/8/2022	\$3,157,283.15	\$3,157,283.15 ⁵	\$3,157,283.15	\$0
Wiregrass Ranch Blvd. Phase 3B/4 Real Property	Wiregrass Ranch, Inc.	AA1; AA2	12/8/2022	\$7,537,716.84	\$7,537,716.84 ⁶	\$4,396,549.69	\$3,141,167.15 ⁷

³ Represents amounts for which reimbursement was not previously made to the Developer.

⁴ Current value is determined as of December 1, 2022 when the note was satisfied; the Promissory Note bears a 5.16% annual interest rate.

⁵ Current value is determined as of December 23, 2022 when the note was satisfied; the Promissory Note bears a 6.72% annual interest rate but no interest was paid on the note.

⁶ Current value is determined as of December 23, 2022 when the note was satisfied; the Promissory Note bears a 6.72% annual interest rate but no interest was paid on the note.

⁷ The remaining outstanding amount due and owing on this Promissory Note is determined as of December 23, 2022; the Promissory Note bears a 6.72% annual interest rate.