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STEVE CRISAFULLI
*Speaker of the House of
Representatives*



September 14, 2016

Carlotta Stauffer
Office of Commission Clerk
Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

Re: Docket No. 150071-SU

Dear Ms. Stauffer,

Please find enclosed for filing in the above referenced docket the Direct Testimony and Exhibits of Andrew T. Woodcock. This filing is being made via the Florida Public Service Commission's Web Based Electronic Filing portal.

If you have any questions or concerns; please do not hesitate to contact me. Thank you for your assistance in this matter.

Best regards,

A handwritten signature in blue ink, appearing to read "Erik L. Saylor".

Erik L. Saylor
Associate Public Counsel

ELS:bsr

CC: All Parties of Record (via email)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Increase in Wastewater)
Rates in Monroe County by)
K W Resort Utilities Corp.)
_____)

Docket No. 150071-SU

DIRECT TESTIMONY

OF

ANDREW T. WOODCOCK

ON BEHALF OF THE CITIZENS OF THE STATE OF FLORIDA

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Exhibit ATW-1 – Resume of Andrew T. Woodcock

Exhibit ATW-2 – Used and Useful Calculation

Exhibit ATW-3 – Adjustments to Vacuum Tank Replacement Estimate

Exhibit ATW-4 – Recommendation of Vacuum Tank Rehabilitation Award to Key Largo Wastewater Treatment District.

1 **DIRECT TESTIMONY**

2 **OF**

3 **ANDREW T. WOODCOCK P.E., MBA**

4 **On Behalf of the Office of Public Counsel**

5 **Before the**

6 **Florida Public Service Commission**

7 **Docket No. 150071-SU**

8

9 **I. INTRODUCTION/BACKGROUND/SUMMARY**

10 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

11 **A. My name is Andrew T. Woodcock. My business address is 201 East Pine St., Suite**
12 **1000, Orlando, FL 32801.**

13

14 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**
15 **EXPERIENCE.**

16 **A. I am a Professional Engineer licensed in the State of Florida, P.E. license No. 47118.**
17 **I graduated from the University of Central Florida in 1988 with a B.S. degree in**
18 **Environmental Engineering, and in 1989 with an M.S. degree in Environmental**
19 **Engineering. In 2001, I graduated from Rollins College with an MBA degree. In**
20 **1990, I was hired at Dyer, Riddle, Mills and Precourt as an engineer. In May 1991, I**
21 **was hired at Hartman and Associates, Inc., which has since become Tetra Tech. My**
22 **experience has been in the planning and design of water and wastewater systems**
23 **with specific emphasis on utility valuation, capital planning, utility financing, utility**

1 mergers and acquisitions, and cost of service rate studies. I have also served as
2 utility rate regulatory staff for St. Johns, Charlotte and Collier Counties in
3 engineering matters. Exhibit ATW-1, Resume of Andrew T. Woodcock, provides
4 additional details of my work experience.

5
6 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN UTILITY RATE CASE**
7 **PROCEEDINGS?**

8 A. Yes. In 2012, I filed testimony on behalf of Charlotte County regarding a rate
9 increase in wastewater rates filed by Utilities, Inc. of Sandalhaven. In 2002, I filed
10 testimony on behalf of the St. Johns County Regulatory Authority at a special
11 hearing in an overearnings case against Intercoastal Utilities. I have also filed
12 testimony before the Kentucky Public Service Commission in 2007 on behalf of the
13 Henry County Water District No. 2 (Case No. 2006-00191) regarding system
14 development charges.

15 I have filed testimony in a number of proceedings before the Florida Public Service
16 Commission, on behalf of the Office of Public Counsel (OPC). In 2007, I filed
17 testimony in the Aqua Utilities Florida Rate Case (Docket No. 060368-WS). I also
18 filed testimony regarding the Used and Useful Rule for Water Treatment Systems
19 (Docket No. 070183-WS), the Aqua Utilities Florida Rate Case (Docket No. 080121-
20 WS), and the Water Management Services, Inc. rate case (Docket 100104-WU). I
21 have also filed testimony on behalf of OPC in the previous KW Resort Rate Case
22 (Docket No. 070293-SU).

1 **Q. ON WHOSE BEHALF ARE YOU FILING TESTIMONY IN THIS**
2 **PROCEEDING?**

3 A. I am testifying on behalf of the Florida Office of Public Counsel.
4

5 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
6 **PROCEEDING?**

7 A. My testimony will address the used and usefulness of the K W Resort (KW or
8 Company) system as well as the costs and engineering aspects of the proposed pro
9 forma adjustments to rate base.
10

11 **Q. WHAT INFORMATION DID YOU REVIEW WHEN FORMING YOUR**
12 **OPINIONS AND RECOMMENDATIONS FOR KW?**

13 A. I reviewed the Minimum Filing Requirements (MFRs); the Direct Testimony filed by
14 Frank Seidman, Edward Castle and Chris Johnson; KW's filings in Docket No.
15 150071-SU; and KW's responses to discovery and staff's data requests. In addition I
16 reviewed the relevant Commission rules and Statutes applicable to KW's request,
17 and some Commission Orders. Finally, I reviewed information from the Florida
18 Department of Environmental Protection and data on vacuum tank projects in the
19 Florida Keys.
20

21 **Q. PLEASE SUMMARIZE YOUR RECOMMENDATIONS IN THIS CASE.**

22 A. In my professional opinion:

23 1) KW's collection system's used and useful percentage is 100%;

- 1 2) KW's wastewater treatment plant's used and useful percentage prior to
2 construction of the 350,000 gpd capacity expansion is 100%;
- 3 3) KW's wastewater treatment plant's used and useful percentage after
4 construction of the 350,000 gpd capacity expansion is 75%;
- 5 4) The proposed pro forma plant capacity expansion estimated cost of
6 approximately \$4.3 million is higher than what I would expect for most
7 places in Florida but given the location on the Keys the cost appears to be not
8 unreasonable;
- 9 5) The proposed pro forma additions to rate base for the air vacuum tank
10 replacement of \$610,177 are unreasonable and are overstated by \$134.890;
- 11 6) The basis for calculating the pro forma cost for chemicals and sludge should
12 be made at a WWTP flow of 507,370 gpd.

13

14 **II. USED AND USEFUL**

15 **Q. WHAT IS YOUR OPINION OF THE USED AND USEFUL PERCENTAGE**
16 **FOR THE COLLECTION SYSTEM?**

17 A. I agree with KW's assertion that the wastewater collection system remain at 100%
18 used and useful, as determined in Order No. PSC-09-0057-FOF-SU. As I testified in
19 the previous KW rate case, the portion of the collection system served by gravity
20 piping is fully built out and therefore can be considered 100% used and useful. My
21 review of this area using system maps and other resources indicates that this
22 continues to be the case.

1 Similarly, my testimony in the previous KW rate case indicated that the portions of
2 the collection system serviced by vacuum technology were funded by Monroe
3 County, and is considered fully contributed. As a result, it was my opinion that the
4 vacuum system should be excluded from the used and useful (U&U) analysis,
5 provided the cost to fund the system is deducted from rate base. My opinion in this
6 matter remains unchanged.

7
8 **Q. WOULD YOU DESCRIBE THE WASTEWATER TREATMENT PLANT**
9 **CAPACITY EXPANSION, AND WHY THE COMPANY BELIEVES IT IS**
10 **NEEDED?**

11 A. The existing WWTP is operating near its 499,000 gallons per day (gpd) capacity and
12 the Company has received requests for service that when connected will exceed this
13 capacity. The expansion consists of adding an additional treatment tank and
14 ancillary processes and facilities that will add an additional 350,000 gpd of treatment
15 capacity to meet future growth needs. This expansion will increase the total plant
16 capacity to 850,000 gpd.

17
18 **Q. ARE YOU AWARE OF ANY DEVELOPMENT PROJECTS THAT ARE**
19 **DRIVING THE NEED FOR THIS WWTP CAPACITY EXPANSION?**

20 A. Yes. KW has indicated in its MFRs, testimony and responses to discovery that there
21 are a number of development projects that have obtained “dry line permits” meaning
22 they can construct wastewater collection and transmission facilities; however, they

1 cannot connect to the KW wastewater system until the capacity expansion is
2 constructed and placed into service.

3

4 **Q. WHAT IS YOUR OPINION OF THE USED AND USEFUL OF THE**
5 **WASTEWATER TREATMENT PLANT PRIOR TO THE 350,000 GPD**
6 **EXPANSION?**

7 A. I am of the opinion that the WWTP at its current capacity is 100% used and useful.

8

9 **Q. WHAT IS YOUR OPINION OF THE USED AND USEFUL ANALYSIS OF**
10 **THE WASTEWATER TREATMENT PLANT CAPACITY EXPANSION TO**
11 **850,000 GPD PRESENTED BY THE UTILITY IN ITS MFRS?**

12 A. I agree with KW's calculation of allowable inflow and infiltration (I&I) in the
13 system, and I agree that there is no I&I impact on the U&U calculation. I also agree
14 with the calculations on Schedule F-10 of the MFRs that support an average five
15 year historical ERC growth rate of 7.06%, and the regression analysis which
16 supports an annual growth rate of 5.86%. However, I disagree with KW's assertion
17 of a 100% U&U percentage for the WWTP.

18

19 **Q. WHAT IS YOUR OPINION OF THE U&U ANALYSIS IN PAA ORDER NO.**
20 **PSC-16-0123-PAA-SU?**

21 A. Similar to KW's analysis, I agree with the I&I analysis and the basic calculations
22 utilized. However, in the Commission's PAA Order there seems to be some
23 confusion regarding the growth allowance that is a part of the U&U calculation.

1 Rule 25-30.431, Florida Administrative Code (F.A.C.), provides for two methods of
2 calculating the growth allowance for U&U. One method is based on average ERC
3 growth as described by KW in schedules F-9 and F-10 of the MFRs, and the second
4 method is based on a linear regression using the average Equivalent Residential
5 Connections (ERCs) for five years of historical data. There is also a statutory
6 provision that the annual growth in ERCs should not exceed 5% per year for five
7 years.

8 In the text of the PAA Order regarding the wastewater treatment plant U&U, the
9 Commission discusses both methods interchangeably but ultimately relies upon the
10 linear regression method for calculating the growth allowance. Overall, I do not
11 agree with the 72% U&U found by the Commission in the Order.

12
13 **Q. WHAT IS YOUR APPROACH TO THE U&U OF THE KW WASTEWATER**
14 **TREATMENT PLANT?**

15 **A.** My approach is first to evaluate the U&U of the WWTP post expansion based on a
16 pro forma test year of 2016, when the expansion was initially expected to be
17 constructed and placed into service. Secondly, I limit the growth for the system to
18 5% as provided for in Rule 25-30.431(2)(a) F.A.C., for determining the growth
19 allowance for KW. My U&U approach is consistent with the U&U methodology
20 used by the Commission in the 2001 Burkim Enterprises PAA Order¹. That case
21 involved a utility experiencing rapid growth. In order to avoid the potential for
22 overearnings resulting from using a historical test year, the Commission found that a

¹ Order, No. PSC-01-2511-PAA-WS, Issued December 24, 2001, in Docket No. 010396-WS In Re. Burkim Enterprises Inc.

1 pro forma test year was appropriate¹. Further, notwithstanding the potential for rapid
2 growth, the Commission did not exceed the 5 years and 5% per year growth rate
3 when determining U&U, stating: “Section 367.081(2)(a)2, Florida Statutes, caps the
4 annual growth rate for the calculation of used and useful at 5% per year for a five
5 year period.”²

6 My opinion of the U&U for the WWTP is 75% as detailed in Exhibit ATW-2,
7 WWTP Used and Useful Calculation.

8

9 **Q. EXPLAIN THE IMPACT OF USING A 2016 TEST YEAR FOR YOUR U&U**
10 **ANALYSIS OF THE EXPANDED WWTP CAPACITY OF 850,000 GPD.**

11 A. A 2016 pro forma test year was used to provide a consistent methodology with the
12 basis of the Phase 2 rates utilized in OPC witness Merchant’s testimony. In addition,
13 the expansion project was supposed to be completed and placed into service by
14 December 31, 2016; however, according to KW, it will now be placed into service in
15 the first quarter of 2017. Because the MFRs and testimony are based on a 2014 test
16 year some adjustments are necessary to adequately reflect the wastewater flow that
17 would be expected for a 2016 test year.

18 One way of doing this would be to simply look at the, now historical, 2015 and 2016
19 flows to the WWTP. However, I find that this method (1) overlooks the fact that due
20 to limitations in the WWTP capacity there has been essentially no growth in the
21 system and (2) ignores the “mindset” someone in 2014 would have had regarding
22 making adjustments for a pro forma test year.

¹ Burkim Enterprises at 11-12.

² Burkim Enterprises at 15.

1 My approach for the adjustment is to assume that growth through 2016 would occur
2 in a manner similar to the historical patterns at the time as shown in Schedules F-9
3 and F-10 of the MFRs. Since this adjustment is for a U&U analysis I limit that
4 growth to the 5% maximum of Rule 25-30.431, FAC. The result is a pro forma 2016
5 test year WWTP flow of 507,370 gpd (461,323 gpd + 46,047 gpd) and a total of
6 4,443 ERCs (4,039 + 202 + 202) as shown on Exhibit ATW-2.

7 I am of the opinion that not only does this adjustment provide for a reasonable pro
8 forma test year of 2016 but it also provides reasonable consideration for the
9 suppressed growth that has occurred as a result of the WWTP capacity limitation.

10

11 **Q. WHY DID YOU USE THE NOT TO EXCEED VALUE OF 5% PER YEAR**
12 **FOR THE GROWTH ALLOWANCE OVER THE AVERAGE ERC**
13 **GROWTH OR LINEAR REGRESSION METHODS?**

14 A. It is my opinion that the adjustments I have made in my analysis to accommodate a
15 2016 test year mitigate the unique conditions associated with the KW WWTP at this
16 time. Therefore, projecting a growth rate above the 5% not to exceed provision of
17 Rule 25-30.431, F.A.C., is not warranted.

18

19 **Q. AFTER MAKING THE ADJUSTMENTS FOR THE 2016 TEST YEAR, HOW**
20 **DID YOU CALCULATE YOUR 75% U&U AMOUNT?**

21 A. I applied the statutory criteria in Section 367.081(2)(a)2. F.S., that allows for up to a
22 5% growth allowance per year for 5 years for the period 2017 to 2021. This
23 produced an additional 126,630 gpd and 1,111 ERCs for 2017 to 2021 and results in

1 a total of 634,001 gpd (461,323 + 46,047 + 126,630) of wastewater flow for the
2 period from 2015 to 2021. These flows are divided by the 849,000 gpd capacity of
3 the expanded WWTP resulting in a 75% U&U percentage. My calculations are
4 shown on Exhibit ATW-2.

5
6 **Q. CAN YOU SUMMARIZE WHY YOUR 75% U&U CALCULATION IS**
7 **GREATER THAN THE PAA ORDER'S 72%?**

8 A. My U&U calculation is slightly higher than the PAA Order's 72% because my
9 calculation includes estimated growth for 2015 and 2016 for the updated test year, as
10 well as projected growth for the five year period from 2017 to 2021, and is capped at
11 5% per year.

12
13 **III. PRO FORMA ADJUSTMENTS TO RATE BASE**

14 **Q. WHAT IS YOUR OPINION OF THE COST ESTIMATE FOR THE 350,000**
15 **GPD WWTP EXPANSION?**

16 A. In the PAA Order KW was allowed \$3,574,468 in rate base for Phase II rates for the
17 expansion of the WWTP. Around the time the PAA order was issued, KW entered
18 into a contract with Wharton Smith for construction of the expansion for \$4.3
19 million. As part of KW's filing associated with this protest of the PAA Order, the
20 Company's request was increased to include the amount of \$4.3 million. The
21 proposed 350,000 gpd pro forma plant capacity expansion cost of approximately
22 \$4.3 million is higher than I would expect for most places in Florida; however, given
23 the location in the Florida Keys and the crowded conditions at the WWTP site the

1 cost appears to be not unreasonable. In addition it appears that KW was prudent in
2 receiving three bids for the project prior to its award. However, since the expansion
3 will be placed into service after this rate case is concluded, the Commission should
4 revisit the actual expansion costs and adjustments to rate base once the project is
5 completed.

6
7 **Q. WHAT ISSUES DO YOU HAVE WITH THE ADDITIONAL PRO FORMA**
8 **ADJUSTMENTS TO RATE BASE THAT WERE NOT INCLUDED IN KW'S**
9 **ORIGINAL PETITION FOR RATE INCREASE?**

10 A. KW requested an adjustment to rate base for the cost of a vacuum tank replacement
11 project. The estimated project cost is \$610,177.04, based on Edward Castle's
12 testimony and his Exhibit ERC-3 page 2 of 2. This tank replacement project was not
13 part of KW's original rate request and was added by KW after the PAA Order was
14 protested. It is my opinion that the estimated cost for the replacement of the vacuum
15 tank is overstated by \$134,890. My analysis is presented in Exhibit ATW-3
16 Adjustments To Vacuum Tank Replacement Estimate.

17
18 **Q. PLEASE GO THROUGH THE DETAILS THAT LED TO YOUR OPINION**
19 **THAT THE VACUUM TANK REPLACEMENT COSTS ARE OVERSTATED**
20 **BY APPROXIMATELY \$135,000.**

21 A. After reviewing Mr. Castle's testimony and his Exhibit ERC-3, I reviewed the
22 "Recommendation of Award for Vacuum Station E Tank Rehabilitation" provided
23 by Weiler Engineering to the Key Largo Wastewater Treatment District (Key

1 Largo). I obtained this document through an internet search of the Meeting Minutes
2 of Key Largo. This is a recommendation by Edward Castle with Weiler Engineering
3 in May 2016 for a bid award for the rehabilitation of Key Largo's vacuum tank, and
4 is attached as Exhibit ATW-4. This is the same Edward Castle who is testifying in
5 the docket on behalf of KW. I am comparing the costs of the Key Largo vacuum
6 tank because there are many parallels between the two projects. In addition, it
7 appears that some of the large cost items in the Key Largo project form the basis for
8 some of the costs in the KW vacuum tank replacement project. The total bid for the
9 Key Largo Wastewater Treatment District's tank rehabilitation project is \$218,750
10 which was negotiated down to \$207,750.

11 In my Exhibit ATW-3, Adjustment to Vacuum Tank Replacement Estimate, I
12 included all the line items from Mr. Castle's Exhibit ERC-3, page 2 of 2, filed in this
13 docket. I do not make any adjustments to lines 1 through 4, 7 or 9 of Mr. Castle's
14 estimate. My first adjustment to Mr. Castle's estimate shown on my exhibit is to line
15 item 5, identified as "Set-up, take-down, operate temp. tank." Similar to the vacuum
16 tank at KW, the large portion of the Key Largo project involves the set up and take
17 down of a temporary vacuum tank which is needed while the contractor is working
18 to rehabilitate the existing tank. For KW, the temporary tank is needed while the
19 contractor is installing a new vacuum tank. The rehabilitation of Key Largo
20 Wastewater Treatment District's tanks includes the cost of paint removal and
21 repainting the tanks. This is identified as 14.5% of the costs on page 25 of 53 of
22 Exhibit ATW-4. Those painting costs were not removed for KW's "set-up, take-
23 down, operate temp. tank" estimate. In my opinion the KW amount should be

1 reduced to \$173,281. Additionally it is reasonable to assume that the Key Largo
2 Wastewater Treatment District's bid included all applicable sales tax that is
3 associated with performance of the work, since the contractor performing the work is
4 subject to sales tax, so there is no need to add sales tax as indicated in Mr. Castle's
5 testimony. In my opinion, the sales tax in the amount of \$12,375 should also be
6 removed.

7
8 **Q. WHAT IS YOUR NEXT ADJUSTMENT?**

9 A. My next adjustment removes the sales tax associated with the services described in
10 line items 6 and 8, "Remove existing/Install new tank" and "Backfill and
11 compaction". These items represent labor and activities on-site that are not subject
12 to sales tax. These two adjustments reduce the amount by \$3,975 and \$615,
13 respectively.

14
15 **Q. WHAT IS YOUR NEXT ADJUSTMENT?**

16 A. The next adjustment removes mobilization and demobilization costs which are
17 shown in line item 10. Given the size of this project and the fact that there is an
18 existing contractor on-site constructing the WWTP expansion who is also
19 performing the Key Largo vacuum tank rehabilitation project, it would be prudent
20 for KW to perform the vacuum tank replacement as a change order to the WWTP
21 expansion contract. Doing so would eliminate the need for a new contractor to
22 mobilize and demobilize on-site, saving \$18,039. In fact, referring to page 1 of
23 Exhibit ATW-4 this very practice occurred in Key Largo with the same engineer and

1 contractor used by KW. If KW uses a change order to complete the vacuum tank
2 replacement, then this mobilization and demobilization cost should be removed.

3
4 **Q. AND THE NEXT ADJUSTMENT?**

5 A. The next adjustment removes, KWRU Staff Assistance from line 11. These costs are
6 already included in the salaries and wages of the utility staff, reducing the tank
7 replacement estimate by \$9,278.45.

8
9 **Q. THE NEXT ADJUSTMENT?**

10 A. My final adjustment decreases the 15% contingency added to the total cost of the
11 project. It is typical engineering practice to include a contingency amount in cost
12 estimates to compensate for unforeseen changes in the construction market and
13 material prices. Depending upon the level of design detail, contingency factors vary.
14 A 15% contingency on a cost estimate is representative of planning or perhaps
15 preliminary design effort. In this instance KW's engineer has developed bid
16 documents that represent a high level of design detail. As a result it is standard
17 practice to assign a 5% contingency to this level of design, and I have adjusted the
18 contingency in the estimate accordingly.

19
20 **Q. DO YOU HAVE ANY FURTHER COMMENTS ON THE VACUUM TANK
21 REPLACEMENT?**

22 A. Yes. Without have the vacuum tank bids or contract to review for reasonableness, I
23 believe that \$475,286 is a more reasonable amount than KW's engineering estimate

1 attached to Mr. Castle's testimony. By the time this matter goes to hearing in early
2 November, the vacuum tank project may be largely completed. Therefore, the
3 Commission should be able to obtain the vacuum tank replacement contract as well
4 as the actual costs incurred to review instead of relying upon KW's engineering
5 estimate.

6 In addition, the vacuum tank is a part of KW's wastewater collection system and not
7 part of the wastewater treatment plant. As such, the pro forma adjustment should be
8 placed into account 386 Other Plant – Collection System for purposes of rate base
9 calculation.

10

11 **IV. ADJUSTMENTS TO OPERATING COSTS**

12 **Q. WHAT ADJUSTMENTS DO YOU HAVE TO THE WWTP OPERATING**
13 **COSTS?**

14 **A.** In the MRFs the operating costs for chemicals and sludge are based upon a 2016
15 wastewater flow of 550,000 gpd. Based on my adjustments to the wastewater flows
16 to achieve a pro forma test year of 2016 I am of the opinion that these costs should
17 be estimated at a wastewater flow of 507,370 gpd as shown in Exhibit ATW-2.

18

19 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

20 **A.** Yes.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a copy of the foregoing Direct Testimony of Andrew T. Woodcock has been furnished by electronic mail on this 14th day of September, 2016, to the following:

Kyesha Mapp
Florida Public Service Commission
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Tallahassee, FL 32399-0850
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Erik L. Saylor
Associate Public Counsel



Andrew T. Woodcock, PE
Senior Project Manager

General

Mr. Woodcock has been involved with many different facets of environmental engineering for 25 years. He has special expertise in utility master planning, due diligence investigations, utility valuations, financial feasibility analyses and business plans. Mr. Woodcock's skills include assisting utilities prepare operating and capital programs and supporting those programs with a series of rates and charges to provide for their successful implementation. He is also experienced in conducting economic and feasibility analyses and serves as an expert witness on utility rate regulatory matters.

Utility Planning

Mr. Woodcock's water and wastewater utility planning experience includes several master plans, and capital improvements programs that include water, wastewater and reclaimed water utilities. Recent planning projects include the City of Clermont Water, Wastewater and Reclaimed Water Master Plans, the City of Bartow Water Master Plan, and the City of Naples Integrated Water Supply Study. As part of the planning process, Mr. Woodcock has conducted numerous economic, present value and feasibility analyses that evaluate the financial impacts of utility programs and provide useful decision criteria for capital planning.

Mr. Woodcock has participated in over 60 water and wastewater utility valuations and acquisitions for utility systems located throughout the Southeast United States. The acquisition projects cover a wide range of utility system configurations and sizes and include engineering due diligence inspections, valuations, and financing activities associated with the transactions.

Additionally, Mr. Woodcock has experience in the review and analysis of water and wastewater utility rates, charges and impact fees. His experience also extends to providing financial feasibility documentation in support of revenue bonds and utility financial feasibility studies in support of capital funding.

International

Mr. Woodcock has been an integral team member on several infrastructure improvement programs for the US Agency for International Development (USAID). He has conducted field visits to Nigeria and Zambia to evaluate existing infrastructure; meet with prospective teaming partners to identify and recruit local designers; and interview local agency officials and stakeholders to identify project challenges, build consensus, formulate technical approaches, and secure buy-in for development programs.

Prior to his work on international development projects, Mr. Woodcock concentrated on water and wastewater utility planning in the United States. His experience includes master planning and capital improvements programs that include water, wastewater and reclaimed water utilities for major cities. As part of the planning process, Mr. Woodcock has conducted numerous economic, present value and feasibility analyses that evaluate the financial impacts of utility programs and provide useful decision criteria for capital planning. Additionally, Mr. Woodcock has experience in the review and analysis of water and wastewater utility rates, charges, and impact fees. His experience also extends to providing financial feasibility documentation in support of revenue bonds and utility financial feasibility studies in support of capital funding.

Education:

MBA, Rollins College, 2001

MS, Environmental Engineering,
University of Central Florida,
1989

BS, Environmental Engineering,
University of Central Florida,
1988

Registrations/Certifications:

Professional Engineer,
Florida, No. 47118

Professional Affiliations:

Water Environment Federation

American Water Works
Association

Office Location:

Orlando, FL

Total Years of Experience:

25

Years with Tetra Tech:

23



Andrew T. Woodcock, PE
Senior Project Manager

EXPERIENCE

Utility Planning

20-Year Reuse Water Master Plan, Daytona Beach, FL. Project Manager. The Daytona Beach 20-Year Reuse Water Master Plan evaluated the existing city reuse system and provided a listing of projects to expand the City's use of reclaimed water over the projection period. A hydraulic model of the system was created in Innovzye software using the City's existing CAD drawings and as-builts of recent projects. A unique feature of the modeling effort was to effectively simulate a low pressure reclaimed water transmission line that also acts as an outfall to the Halifax River. When the WWTP produces water that does not meet public reuse standards the pipeline is the sole form of effluent disposal. The model was used to develop an operational protocol for the pipeline given these two conflicting uses. Once the CIP was determined a full reclaimed water rate study was performed to demonstrate how varying levels of investment in the CIP would affect reclaimed rates.

Water, Wastewater, and Reclaimed Water Rate Study, Naples, FL. 2007. Project Manager. Performed a study for the evaluation and adjustment of the City's rate structures for water, wastewater and reclaimed water as necessary to recover costs from capital improvement projects and to promote water conservation. The rate study recommended the development of a tiered structure to promote water conservation and also provided for lower reclaimed water rates to promote the connection to the City's non-mandatory reclaimed water system. The project included multiple public workshops for citizen input and presentations to the City Council, with ultimate adoption of the rate structure.

Water and Wastewater Utility Master Plan, Marion County, FL. Project Manager. In the previous four years prior to initiation of the Water and Wastewater Master Plan Marion County had quadrupled its utility customer base through a series of utility acquisitions in key growth areas. The primary focus of the Water and Wastewater Master Plan was to provide a roadmap to efficiently consolidate utility systems and establish four County sub regions that would serve as the future basis for utility planning and operations. The Master Plan presented a program for systematically decommissioning small package plants and expanding sub regional facilities to accommodate the existing customer base and projected growth.

Water System Master Planning, Mapping and Modeling, City of Bartow, FL. Project Manager. Tetra Tech was contracted by the City in 1996 to perform a water master plan. In 2008 Tetra Tech updated the master plan with new projections, an expanded hydraulic model and a revised CIP. The hydraulic model was revised to include completed system improvements and projected extensions to serve growth areas. The resulting CIP was classified by three project types; pressure improvements, fire flow improvements, and growth improvements. The master plan also included an upper level financial analysis that evaluated the impact of CIP funding on the cash flows of the system.

Integrated Water Resources Plan, City of Naples, FL. Financial Evaluation. Tetra Tech developed an integrated water resources plan for the City of Naples that evaluated all water supply options for a twenty year planning period. All available water supply source were considered including brackish ground water, stormwater, and surface water from the Golden Gate Canal and Naples Bay. Mr. Woodcock performed a financial evaluation of the most technically feasible alternatives to determine the short term impact of capital and operations costs on the utility's cash flows.

Water and Wastewater Master Plan, City of Deltona, FL. Project Engineer. The water and wastewater master plans for the City of Deltona were the first master plans prepared on the systems since the City's acquisition in 2003. In addition the projections and capacity analysis of facilities a hydraulic model was prepared for both the water and wastewater systems to document system behavior and act as a planning tool to develop the proposed CIP. Hydraulic deficiencies in the water and wastewater systems were already well documented by City staff. The models however, were very useful in determining the magnitude of the deficiencies and the appropriate course of corrective action. The wastewater model was used to determine force main routing to a new WWTP in the developing area of the City. The water model was field calibrated through pressure data record by the City and at remote locations as well as hydrant testing.



Andrew T. Woodcock, PE
Senior Project Manager

Water, Wastewater and Reclaimed Water Master Plan, City of Clermont, FL. 2014. Project Manager for three Master Plans for the City. The master plans were driven by near term permit limitations and accelerated growth in the City's service area. A key component of the joint master planning effort was developing new hydraulic models for all three systems using WaterGEMS™. Critical to the modeling effort was to simulate system changes as potable water irrigation customers are systematically converted to reclaimed service. As a result of the modeling pressure problems in the potable were alleviated once the conversions were complete allowing the City to reduce its near term CIP without compromising customer levels of service.

Water and Wastewater Connection Charge and Development Fee Study, City of Bartow, FL. Project Manager: Performed a development fee study to evaluate the impacts of projects on the City's capital recovery charges. The study also included an analysis of the City's connection fees for water meters and water and wastewater services. The development fee portion of the study utilized the replacement cost of the applicable portions of the water and wastewater system to establish the current system cost of capacity. The treatment and transmission components of both the water and wastewater system were evaluated separately to provide a functional component breakdown. The City's industrial wastewater development surcharge was also reviewed. The study also evaluated the capacity definitions of an equivalent residential connection (ERC). Finally, the study updated the meter installation and water and wastewater connection fees to account inflationary changes.

Orange Tree Utilities Utility Valuation, Collier County, FL. Project Manager. Providing assistance to Collier County for the evaluation of the Orange County water and wastewater utility system to determine its condition and needs for improvement prior to acquisition by Collier County.

Series 2014 Water and Sewer Refunding Revenue Bonds, Pasco County, FL. 2014. Project Manager. Served as the Financial Feasibility Consultant for a \$105 million revenue bond issue to fund capital improvement projects. Based on the financial strength of the utility and the projections performed by Tetra Tech the bonds have received a rating of AA from Fitch and AA+ from Standard and Poors.

Series 2008 Water and Sewer Refunding Revenue Bonds, Pasco County, FL. 2008. Project Manager. Served as the Financial Feasibility Consultant for a \$182.5 million revenue bond issue to fund capital improvement projects. Based on the financial strength of the utility and the projections contained in Tetra Tech's report the bonds have received an uninsured rating of AA- from Fitch.

West Virginia Planning and Development Council Regions 4 and 7

Source Water Protection Plans - Alternative Source Water Feasibility Analysis for over 20 water systems, 2015.

Deltona, FL

Consulting Engineers Report, Series 2003; Utility System Revenue Bonds, \$81.72 million.

Water and Wastewater Impact Fee Study (2005)

Water and Wastewater Rate Study (2006)

Stormwater Utility Rate Study (2008, 2015)

Water and Wastewater Master Plans (2007)

Marion County, FL

Water and Wastewater Impact Fee Study (2005)

Water and Wastewater Utility Master Plan (2005)

City of Orlando, FL

Research Park Reuse Economic Impact Evaluation (2005)

Collier County, FL



Andrew T. Woodcock, PE
Senior Project Manager

Impact Fee Calculation Review (2011)
Meter Accuracy Program and Assessment (2012)
Meter Sizing Policy Review (2012)
Fire Assembly Inventory and Review (2013)
Utility Conveyance Policy Review (2014)
Orange Tree Utilities Due Diligence Investigation (2013)
St. Johns County, FL
Utility Regulatory Services – Intercoastal Utilities (2002, 2005)
Pasco County, FL
Comprehensive Water, Wastewater and Reclaimed Water Rate and Charge Study (2003, 2007, 2011, 2015)
Series 2008 Water and Sewer Revenue Bonds, \$182 million
Series 2014 Water and Sewer Revenue Bonds, \$104 million
City of Naples, FL
Reclaimed Water Project Assessment and Funding Program (2006)
Comprehensive Water, Wastewater and Reclaimed Water Rate Study (2007)
Stormwater Utility Financial Review (2007)
Integrated Water Supply Study (2008)
City of Minneola, FL
Water Impact Fee Update (2006)
Stormwater Utility Rate Study (2006)
State of Florida - Office of Public Counsel
Utility Regulatory Services – Aqua America Utilities (2007, 2008, 2011)
Utility Regulatory Services – Water Used and Useful Rule (2008)
Utility Regulatory Services – Water Management Services, Inc. (2010)
Utility Regulatory Services – KW Resort Utilities (2008)
City of Punta Gorda, FL
Water Treatment cost Analysis Report (2010, 2014)
City of Huntsville, AL
Alternative Water Supply Study (2008)
City of Daytona Beach, FL
20 Year Reuse System Master Plan (2012)
City of Jacksonville, AR
Acquisition of Little Rock AFB Water System (2015)
City of Clermont, FL



Andrew T. Woodcock, PE
Senior Project Manager

Water, Wastewater and Reclaimed Water Master Plans (2014)

International

USAID, Sustainable Water and Sanitation for Africa, Zambia. 2012 - 2013. Senior Technical Lead for a Cost of Service Study of the 11 utilities that serve domestic, institutional and commercial customers to ensure that the utilities can operate as commercially viable utilities, and reliably meet the water and sanitation demand within the service areas. The project supports Zambia's National Water Supply and Sanitation Council (NWASCO) with the overall goal to improve sustainability through promotion of cost recovery throughout Zambia's urban water sector. Conducted initial interviews with NWASCO management and other stakeholders including USAID, MCC, and the eleven commercial utilities. Developed a comprehensive cost of service model to benchmark utility costs against known values and project future costs of service based on numerous escalation factors. The model was presented to NWASCO and representatives of the utilities in two workshops that included not only an overview of the model purpose but also specific training in the use of the model.

USAID, Sustainable Water and Sanitation for Africa, Nigeria. 2012 - 2014. Water Supply Investment Expert for development of an investment plan for urban water supply and sanitation sector of Bauchi State. The plan provides advice for improving budgeting, financial planning, and attracting external funding sources. Prepared a Water Supply Investment Plan, Long Term Business Plan, and Medium Term Business Plan for the local water service provider, Bauchi State Water Board (BSWB). The overall goal of this project is to improve the operating environment of the urban water service provider through promoting good governance, autonomy of the water service provider and promotion of sustainable financing for urban water supply and sanitation services. Conducted a field mission to Nigeria to meet with the BSWB leaders, study existing funding arrangements for capital and recurrent urban water supply expenditure, and assist in assess capital investment needs as well as operations and maintenance needs. The Water Supply Investment Plan and Business Plans will be used to attract investments from international bilateral donors.

USAID Liberia Municipal Water Project, Liberia. 2014. Team Leader for strategic and business planning development of five water supply outstations. The development consisted of two sets of workshops designed to educate and develop business plans for five water systems in Liberia. The workshops were attended by numerous utility stakeholders including system operations and management personnel, community leaders and representatives from the Liberia Water and Sanitation Corp. The first workshop introduced the concepts and components of a business plan. The audience was divided into several working groups that were guided through a number of exercises to develop the major components of a business plan. The second round of workshops introduced the business plan template and guided the working groups through the initial development of the business plan that was later finalized by the water systems.

USAID Sustainable Water and Sanitation for Africa, South Sudan. 2014. Technical Leader for the development of an Investment Plan for sanitation for the City of Juba. The goal of the investment plan is to provide a pathway for the technical, financial and institutional expansion of sanitation in a city of approximately 500,000 people. The plan expands coverage of sanitation in the city initially through the expansion of latrines, supported by a system of exhauster trucks and a treatment lagoon. In later stages the plan envisions the gradual implementation of a piped sewerage system. The plan also provides guidance on the development of an institutional framework, defining the roles of national, state and, local governing bodies. Finally the plan provides a financial plan with emphasis on the steps required to attract investment from the private and donor sectors.

PAPERS/PRESENTATIONS

"Water and Wastewater Impact Fees: An Overview" Alabama Water Pollution Control Association, July 28, 2008.

"Developing Multi-Year Business Plans and Infrastructure Master Plans," Institute for Public Private Partnerships (IP3), August 2015.

**EXHIBIT ATW-2
 WWTP USED AND USEFUL CALCULATION**

Adjustment for Pro Forma Test Year 2016

| | |
|--|-------------------|
| 2014 Test Year Flow | 461,323 gpd |
| 2014 Test Year ERCs | 4039 ERCs |
| Pro Forma Adjustment Period (2014 to 2016) | 2 years |
| Growth Rate | 5% annually |
| Annual Increase in ERCs | 202 ERCs per year |
| Adjustment ERCs | 404 ERCs |
| 2016 ERCs | 4,443 ERCs |
| Flow per ERC | 114 gpd/ERC |
| Pro forma adjustment to 2016 | 46,047 gpd |
| 2016 Test year flow | 507,370 gpd |

Adjustment for Growth Allowance

| | |
|------------------------------|-------------------|
| Growth Period (2017 to 2021) | 5 years |
| Growth Rate | 5% annually |
| Annual Increase in ERCs | 222 ERCs per year |
| Growth ERCs | 1,111 ERCs |
| Flow per ERC | 114 gpd/ERC |
| Growth Allowance | 126,630 gpd |

Used and Useful Calculation

| | |
|---------------------------------|-------------|
| 2014 Test Year Flow | 461,323 gpd |
| Adjustment to 2016 | 46,047 gpd |
| Adjustment for Growth Allowance | 126,630 gpd |
| Total for U&U | 634,001 |

| | |
|------------------------|-------------|
| WWTP Expanded Capacity | 850,000 gpd |
| Calculated U&U | 75% |

EXHIBIT ATW-3
ADJUSTMENTS TO VACUUM TANK REPLACEMENT ESTIMATE

| | Cost | Sales Tax | Shipping | Total cost | Adjustment | Adjusted Cost | Notes |
|--|--------------|-----------|----------|----------------------|------------------------|----------------------|--|
| 1 Engineering Design | \$ 25,145.00 | \$ - | \$ - | \$ 25,145.00 | | \$ 25,145.00 | |
| 2 Rental of Temporary Tank | 10,000.00 | 675.00 | 4,700.00 | 15,375.00 | | 15,375.00 | |
| 3 Purchase Temp Tank Conversion Parts | 32,165.00 | 2,004.90 | | 34,169.90 | | 34,169.90 | |
| 4 Purchase New Tank | 80,200.00 | 4,887.00 | 3,800.00 | 88,887.00 | | 88,887.00 | |
| 5 Set-up, take down, operate Temp Tank | 205,000.00 | 12,375.00 | | 217,375.00 | (44,093.75) | 173,281.25 | Adjusted taxes and reduced per the Key Largo bid Analysis sub schedule |
| 6 Remove existing/Install new tank | 65,000.00 | 3,975.00 | | 68,975.00 | (3,975.00) | 65,000.00 | Adjusted taxes; labor and on-site activities |
| 7 Dewatering | 30,000.00 | 1,875.00 | | 31,875.00 | | 31,875.00 | |
| 8 Back fill and compaction | 9,000.00 | 615.00 | | 9,615.00 | (615.00) | 9,000.00 | Adjusted taxes; labor and on-site activities |
| 9 Bonds Insurance and GCs | 10,418.18 | 700.09 | | 11,118.27 | | 11,118.27 | |
| 10 Mob/Demob | 16,947.91 | 1,091.87 | | 18,039.78 | (18,039.78) | - | Mob/Demob can be waived by using on-site contractor |
| 11 KWRU Staff Assistance | 8,682.50 | 595.95 | | 9,278.45 | (9,278.45) | - | Costs included in wages and salaries |
| 12 Contingency (15%) | 75,706.26 | 4,617.38 | | 80,323.64 | (80,323.64) | - | Standard Engineering Practice is to use a 5% contingency for bid documents |
| Total | | | | \$ 610,177.04 | \$ (156,325.62) | \$ 453,851.42 | |

Key Largo Bid Analysis

| | | |
|--------------------------------------|------------------|---|
| Total Bid | \$ 218,750 | from Page 26 of the proposal form |
| Percentage of Total Bid for Painting | 14.5% | from Page 24 of the proposal form (not included in KW work) |
| Amount for Painting existing tank | \$ 31,718.75 | to be deducted from KW project |
| Taxes (included in above pricing) | 12,375.00 | to be deducted from KW project |
| | <u>44,093.75</u> | total deduction |

WEILER ENGINEERING CORPORATION



201 WEST MARION AVENUE - SUITE 1306 | PUNTA GORDA | FL 33950
TEL 941-505-1700 | FAX 941-505-1701 | WWW.WEILERENGINEERING.ORG

6805 OVERSEAS HIGHWAY | MARATHON | FL 33050
TEL (305) 289-4161 | FAX(305) 289-4162

May 12, 2016

**Paul Christian, General Manager
Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037**

Re: Recommendation of Award for Vacuum Station E Tank Rehabilitation

Mr. Christian,

Proposals for the above referenced project were received at the Key Largo Wastewater Treatment District Office until 1:30 P.M. on Wednesday, April 27, 2016, opened publicly, and read aloud at the Key Largo Wastewater Treatment District office in Key Largo, Florida. Only one proposal was received

Weller Engineering has reviewed the proposal to formulate an opinion of the contractors' responsiveness with respect to the scopes of work advertised. The proposal was found to be responsive. The proposal price is presented below.

| Proposer | Vacuum Station E Tank Rehab Project Proposed Price |
|----------------------------|---|
| Engineer's Estimate | \$205,000.00 |
| Wharton Smith, Inc. | Bid Amount \$ 218,750.00 Negotiated Contract Amount \$207,750.00 |

After reviewing the Wharton Smith proposal response, Weller Engineering and District staff entered into negotiations with Wharton Smith in an attempt to reduce the project cost. As compensation for the District's offer to issue the Notice to Proceed for the Vacuum Station E Tank Rehab project to coincide with the start of the Blower Upgrade project, Wharton Smith agreed to waive the mobilization fee that was included in their Vacuum Station E Rehab bid. With the removal of the mobilization fee, the project cost was reduced to \$207,750.00.

Based upon our references checks and review of the Proposer's experience, it is our opinion that Wharton Smith, Inc is responsive, responsible and has the necessary construction capabilities to satisfactorily construct the Vacuum Station E Tank Rehabilitation Project within the contract times. Weller Engineering recommends

award of the Vacuum Station E Tank Rehabilitation construction contract to Wharton Smith, Inc. in the amount of \$207,750.00.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward R. Castle". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

**Edward R. Castle, P.E.
Vice President, Director of Wastewater**

Wharton-Smith, Inc.
125 W. Indiantown Road, Ste. 201
Jupiter, FL 33458
Corporate: 750 Monroe Road
Sanford, FL 32771
Contact: Gregory Williams
Phone: (561) 748-5956

PROPOSAL FOR
KEY LARGO WASTEWATER TREATMENT DISTRICT
VACUUM STATION E TANK REHABILITATION



Wharton-Smith, Inc.
CONSTRUCTION GROUP

Vacuum Station Tank E Rehabilitation

Section 1: Executive Summary

Wharton-Smith, Inc. was founded in Central Florida in 1984 by George Smith and Bill Wharton, who envisioned growing a company that would encompass strong work ethics and have a positive impact within the communities that we serve. A Top 400 ENR Contractor, with a strong financial backing, Wharton-Smith continues to uphold those founding ideals under the leadership of Ron Davoli, President/CEO. As a result, the firm has built a solid reputation throughout the Southeast United States and abroad.

Today, many of the finished projects of Wharton-Smith are familiar landmarks in the United States and internationally. Wharton-Smith is headquartered in Central Florida, with branch offices in Baton Rouge, LA; Charlotte, NC; Gulfport, MS; Jupiter, FL; and Tampa, FL. Our company employs highly qualified staff comprised of construction managers, project estimators, superintendents, engineers, craftsman, and other specialists in many construction disciplines.

Wharton-Smith specializes in Environmental, Commercial, Educational, Industrial, International, and Entertainment construction. Our services include providing preconstruction, construction management, general contracting, green building, and design-build services to both private and public agencies throughout the Southeastern United States and abroad.

To ensure our technical capabilities are of the highest degree, our staff completes regular training on new technology and materials available for our industry. This enables us to communicate on the same level as the architectural and engineering staffs that we come into contact with on each project.

Wharton-Smith takes great pride in our unique qualifications, our commitment to the community, and our commitment to providing a high quality product for our clients.

Wharton-Smith has constructed numerous projects similar in nature, scope, and size to the Chemical System Upgrades Project throughout the southeast and have included our past 5 years Completed Projects list for your review.

Our Vision:

Wharton-Smith is the construction group of choice for our employees, our clients and the communities we serve.

Our Mission:

To exceed our clients' expectations by performing with the highest quality, professionalism and fairness, and by communicating with honesty and integrity at all times.

Vacuum Station Tank E Rehabilitation

Section 1: Executive Summary

Wharton-Smith, Inc. Office Locations

Corporate Office
750 Monroe Road
Sanford, FL 32771
Seminole County
Phone: (407) 321-8410
Fax: (407) 327-6984

Tampa, Florida:
4912 W. La Salle Street
Tampa, FL 33607
Hillsborough County
Phone: (813) 288-0068
Fax: (813) 288-0371

Jupiter, Florida:
125 W. Indiantown Road, Suite 201
Jupiter, FL 33458
Palm Beach County
Phone: (561) 748-5956
Fax: (561) 748-5958

Charlotte, North Carolina
5601 77th Center Drive, Suite 120
Charlotte, NC 28217
Mecklenburg County
Phone: (704) 525-5695
Fax: (704) 525-5697

Baton Rouge, Louisiana
17474 Opportunity Avenue
Baton Rouge, LA 70817
East Baton Rouge Parish
Phone: (225) 754-0550
Fax: (225) 754-0578

Gulfport, Mississippi
1600 30th Avenue, Suite 101
Gulfport, MS 39501
Harrison County
(228) 284-2068 - phone
(228) 284-2117 - fax

Financial References

BONDING:

Continental Casualty Company
The Guignard Company - Agent
1904 Booth Circle, Longwood, FL 32750
Contact: Bryce Guignard, Ph: (407) 834-0022

BANK:

JP Morgan Chase Bank
450 S. Orange Avenue, Floor 10, Orlando, FL 32801
Contact: Liz Rodriguez
Ph: (407) 236-5451

INSURANCE:

Brouhard Insurance
101 Starcrest Drive, Clearwater, FL 33765
Contact: Paul Ram, Ph: (727) 451-3181

FEDERAL EMPLOYER TAX I.D. NUMBER: 59-2392802

Vacuum Station Tank E Rehabilitation

Section 2: Past Projects

| Ft. Walton Beach PS #1 Storage Tank, Ft. Walton Beach, FL | | | |
|---|--|-------------------------|---|
| Owner: | City of Ft. Walton Beach 105 Miracle Strip Pkwy Ft. Walton Beach, FL 32548 | Contact: | Tom Bolduc, Eng. & Utilities Dir. Phone: (850) 833-9607 Email: tbolduc@fwb.org |
| Start Date: | October 2012 | Completion Date: | January 2014 |
| <p>The project included the total rehabilitation and expansion of the City's existing 10 MGD WW Pump Station #1. Structural modifications to the existing pump station to increase the wetwell storage volume by converting the station from a dry-pit to a wet-pit pump station, Sprayroq polyurethane interior coating, a new 4 MG EQ concrete storage tank, (4) new 200 HP submersible pumps with VFDs, process piping, new electrical building, modifications to the existing electrical building, emergency generator system, site electrical, instrumentation and controls, demolition, and sitework. The existing station was taken out of service with bypass pumping. The site contained poor soils in some locations that made dewatering difficult and required the installation of pile systems for foundation support of the EQ tank, valve vault, and portions of the pump station. The station was constructed with split operating systems for complete redundancy.</p> | | | |

| Ocean Reef Wastewater Treatment Plant, Key Largo, FL | | | |
|---|---|-------------------------|---|
| Owner: | North Key Largo Utility Corp 24 Dockside Lane, #512 Key Largo, FL 33037 | Contact: | Jeffrey Oeltjen, Vice President Phone: (305) 367-7337 Email: joeltjen@orcareef.com |
| Start Date: | July 2009 | Completion Date: | July 2011 |
| <p>Rehab of existing WWTP (.55 MGD) to include influent screen odor control system, chemical storage tanks & pumps, membrane bioreactor process, aeration blowers, UV disinfection equipment, reverse osmosis system for effluent treatment blower bldg. Included demolition of existing portions of the WWTP & replacement with new WWTP, RO WTP modifications, new electrical bldg. including MCC, new blower building, new MBR treatment 4ea @ 23,350 gallon capacity for a wastewater treatment plant capacity at .6 MGD, RO skid at 150,000 gallon capacity.</p> | | | |

| Cudjoe Key AWRP, Cudjoe Key, FL | | | |
|--|---|-------------------------|---|
| Owner: | FKA 1100 Kennedy Drive Key West, FL 33041 | Contact: | Thomas Walker Phone: (305) 295-2140 Email: twalker@fkaa.com |
| Start Date: | January 2013 | Completion Date: | January 2015 |
| <p>Construction of new offsite influent forcemains and water transmission main to the site. Initial site preparation including removal of the existing landfill liner, tire chips and fly ash. Construction of new offsite duct bank for underground electric and fiber optic to the site. Construction of a new 0.94MGD advanced water reclamation facility, The new WWTP includes the following: an operations building which will house the administrative and personnel areas, process control room, electrical room, and chemical feed & storage; influent screening facilities; two flow equalization basins; two 5-stage biological nutrient removal treatment trains each including anaerobic, 1st anoxic, aeration, 2nd anoxic and re-aeration basins; two secondary clarifiers; two cloth disk tertiary filters; chlorine contact basin including two serpentine channels and plant effluent reuse pumping facilities; four shallow injection wells; standby power; blowers; air piping; sitework.</p> | | | |

Vacuum Station Tank E Rehabilitation

Section 2: Past Projects

| Big Coppitt Key Wastewater Treatment Plant, Key West, FL | | | |
|---|---|-------------------------|--|
| Owner: | FCAA 1100 Kennedy Drive Key West, FL 33041 | Contact: | Donald R. Hubbs Phone: (305) 295-2142 Email: dhubbs@fkaa.com |
| Start Date: | September 2007 | Completion Date: | May 2009 |
| Construction of the sequence batch reactor located across the street from the Boca Chica Naval Air Station. The work scope includes 1 screening unit, 3 sequence batch reactors, 1 equalization tank, 3 denitrifying deep bed filters, 2 chlorine contact tanks, sludge holding tank, centrifuge solids dewatering system, public reuse water tank, sodium hydroxide, sodium acetate, aluminum sulfate, & sodium hypochlorite storage & feed systems, control building, 1 diesel powered generator, transformer & supporting electrical supply & controls, a plant reuse system, 2 shallow injection wells for disposal, 2 storm water dry retention basins with swales, 2 groundwater monitoring wells, and appurtenances and all associated sitework. | | | |
| Key West Distribution Pump Station, Key West, FL | | | |
| Owner: | FCAA 1100 Kennedy Drive Key West, FL 33041 | Contact: | Donald R. Hubbs Phone: (305) 295-2142 Email: dhubbs@fkaa.com |
| Start Date: | January 2005 | Completion Date: | March 2007 |
| Construction of a new water distribution pump station. The work scope included: replacement of an existing pump station including demolition of existing facilities, construction and installation of a new pump station, construction of a two-bay garage, a two story operations building with two bay garages, yard piping, sitework, new diesel fuel tank and all associated electrical and instrumentation and controls improvements necessary to complete the project. The successful completion of this project resulted in an additional contract with this owner. | | | |
| Stock Island Pump Station Pipe & Desalination Tank Improvements, Stock Island, FL | | | |
| Owner: | FCAA 1100 Kennedy Drive Key West, FL 33041 | Contact: | Donald R. Hubbs Phone: (305) 295-2142 Email: dhubbs@fkaa.com |
| Start Date: | July 2005 | Completion Date: | April 2006 |
| The project generally consists of construction of inlet piping in each water tank, calcium hypochlorite system, chemical injection manholes, booster pump, chlorine residuals analyzers, electrically actuated valves, ammonia gas system, and related facility improvements. | | | |
| ECR WRF Reclaimed Water Project, Juno Beach, FL | | | |
| Owner: | NextEra Energy (FPL) 700 Universe Blvd Juno Beach, FL 33408 | Contact: | Suzanne R. Brown, Sourcing Specialist Phone: (561) 304-5695 Email: Suzanne.brown@fpl.com |
| Start Date: | May 2009 | Completion Date: | May 2011 |
| The scope of work shall generally consist of furnishing and installing a rapid mix/flocculation basin with mixing equipment; deep bed filters with mud well, backwash pumps, blowers and concrete slabs; prestressed concrete storage tank, chlorine contact basin, chemical storage tanks and secondary containment structures, chemical metering pumps, valves and associated double wall piping; sodium hypochlorite generators and electrical building; site work; asphalt drive; vertical turbine pumps and appurtenances, reclaimed water pipeline, potable water pipeline, reject and drain water pipelines, gravity sanitary sewer, manholes and submersible lift station; electrical and instrumentation work, and all other work necessary for a fully functional reclaimed water facility as shown on the contract drawings and described in the Contract Documents. | | | |

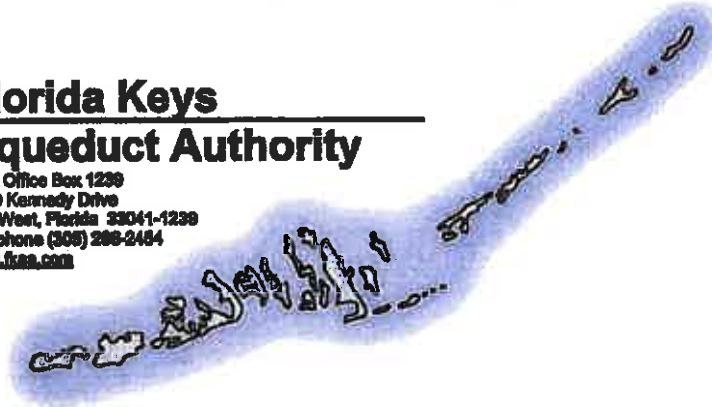
Vacuum Station Tank E Rehabilitation

Section 2: Past Projects



Florida Keys Aqueduct Authority

Post Office Box 1239
1100 Kennedy Drive
Key West, Florida 33041-1239
Telephone (305) 298-2484
www.fkaa.com



David G. Ritz
Chairman
Key Largo

Elena Z. Herrera
Vice-Chairman
Rockland Key

Rose M. Dell
Secretary/Treasurer
Big Pine Key

J. Robert Dean
Key West

Antoinette M. Appell
Marathon

James C. Reynolds
Executive Director

Mr. John French
Vice President
3547 SW Corporate Parkway
Palm City, FL 34980

27 July 2009

**Subject: Big Coppitt Wastewater Treatment Plant
Wharton Smith Construction**

Mr. French, the Big Coppitt Wastewater Treatment Plant construction commenced in December 2007 and was recently completed by Wharton Smith for the Florida Keys Aqueduct Authority and Monroe County.

We appreciate your cooperation, stick-to-it-ness and professional attention throughout the project that resulted in a job well done, on time and on budget.

In particular, we appreciate the dedicated efforts of Serge and Asif in completing the project much to our satisfaction, and look forward to working with your team on future projects.

FLORIDA KEYS-AQUEDUCT AUTHORITY

A handwritten signature in black ink, appearing to read 'Ray M. Shimokubo'.

Ray M. Shimokubo, PE
Director of Environmental Services

Vacuum Station Tank E Rehabilitation

Section 2: Past Projects



Florida Power & Light Company, 700 Universal Blvd, Juno Beach, FL 33408-0426

September 15, 2010

John French
Vice President
Wharton-Smith, Inc.
3547 SW Corporate Parkway
Palm City, FL 34990

RE: Wharton Smith Letter of Reference

Dear Mr. French,

FP&L had the opportunity to work with Wharton-Smith, Inc. on the projects at the Reclaimed Water Facility at ECRWRF and the West County Energy Center (WCEC). Wharton-Smith consistently worked well with FP&L and its team members and provided an experienced construction team.

The Contracts included a new reclaimed water facility at the ECRWRF site and a reclaimed water facility at the West County Energy Center (WCEC).

FP&L appreciates the efforts of your team in getting the project completed successfully and commend them on the quality and professionalism. We look forward to future work with your team.

Sincerely,


Tom Young
WCEC Project Manager

CC: Asif Shakh - Wharton Smith Inc

an FPL Green initiative

Vacuum Station Tank E Rehabilitation

Section 3: Project Methodology and Management Approach

The following is our methodology for this project. The most effective way to be successful on this project is to ensure that we ensure that all temporary materials are on site prior to shutting down the existing system. Upon mobilization and receipt of all materials required, we will establish a location for the temporary Vacuum tank and excavate for installation. Once the temporary tank has been set, tie-ins to the existing piping system shall commence for connection to the temporary tank. Installation and connection of control and electrical wire will be the final stage prior to shutting down the existing and connecting the temporary.

The Owner will empty and clean the existing tank. Upon completion, WSI will identify areas of corrosion, remove all corroded metal, and replace with 3/8" steel welded on the exterior of the tank.

Once the steel repairs are complete, coating applications of the interior and exterior of the tank can commence.

Upon completion of the coatings, all piping will be reconnected to the existing tank and removed from the temporary tank. The existing tank will be put back into service.

The temporary tank shall be cleaned by the District and loaded for shipment by WSI. The construction zone will be cleaned and the site restored to preconstruction conditions.

We estimate that the work will take 2-3 weeks. The resources to complete the work will consist of 3-4 craftsmen.

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Corporate Officers List

| | |
|---|-----------------|
| Ronald F. Davoli, President/CEO & Treasurer 750 Monroe Road, Sanford, FL 32771 rdavoli@whartonsmith.com | 26 years |
| Clyde Burgess, Vice President Environmental Design Build Division 750 Monroe Road, Sanford, FL 32771 cburgess@whartonsmith.com | 30 years |
| David Hayes, Vice President International/Entertainment Division dhayes@whartonsmith.com | 20 years |
| John Lyons, Vice President Commercial Pre-Construction Services 750 Monroe Road, Sanford, FL 32771 jlyons@whartonsmith.com | 29 years |
| Pat Hewitt – Vice President Florida Environmental Division 750 Monroe Road, Sanford, FL 32771 phewitt@whartonsmith.com | 18 years |
| Devon A. Lewis, Vice President of Finance/ Corporate Secretary 750 Monroe Road, Sanford, FL 32771 dalewis@whartonsmith.com | 8 years |
| Timothy Smith, Vice President 750 Monroe Road, Sanford, FL 32771 tsmith@whartonsmith.com | 24 years |
| Darin Crafton, Vice President Commercial 750 Monroe Road, Sanford, FL 32771 dcrafton@whartonsmith.com | 1 year |
| George E. Smith, Chairman of the Board 750 Monroe Road, Sanford, FL 32771 gsmith@whartonsmith.com | 32 years |

*Wharton-Smith is a Florida Corporation.

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Project Staff

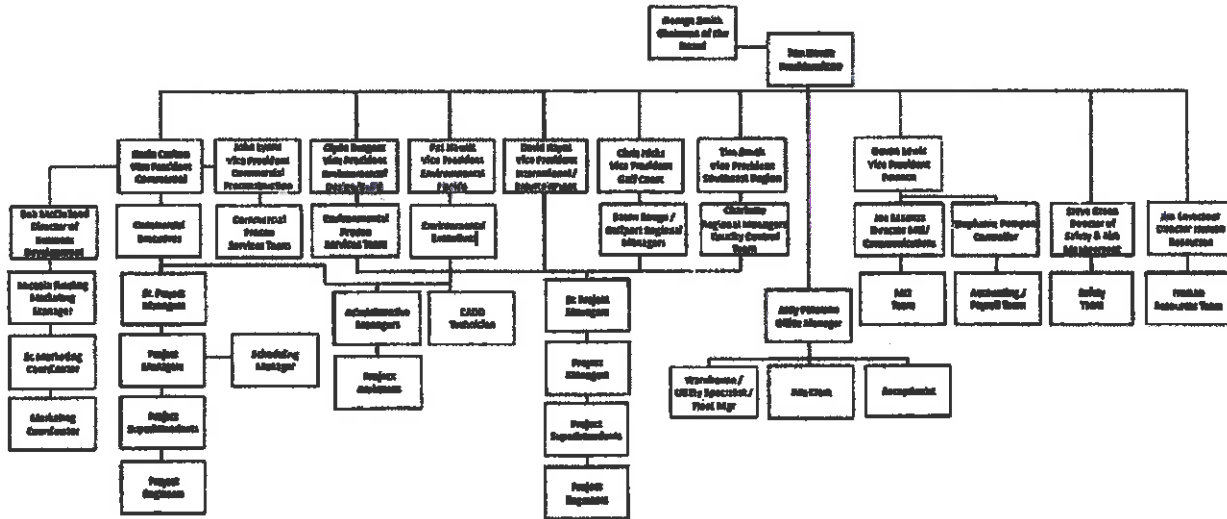
Patrick Hewitt, Vice President Florida Environmental Division (Florida)

Gregory Williams, Division Manager (South Florida)

Jeffrey Wiley, Project Manager

Guy Diorio, Project Superintendent

Wharton-Smith, Inc. Company Organizational Chart



Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Pat Hewitt

Vice President, Florida Environmental Division / Principal-in-Charge

Responsibilities

Pat is responsible for providing daily leadership to all regional projects, and he is directly responsible to the client for all phases of management of the construction process. He works with Wharton-Smith executives, managers, and superintendents on the development of potential project needs, budget, and schedules. Pat also interacts with clients and engineers as needed on project progress, issues, and concerns.

Number of years with Wharton-Smith, Inc. – 18 Overall - 30

Education

BS, Civil Engineering, University of Florida, 1985

Licenses/Certifications

Certified General Contractor, State of Florida # CG C055975

Certified Mechanical Contractor, State of Florida # CMC1249482

Professional Affiliations

Associated Builders & Contractors (ABC) – Member

Associated General Contractors (AGC) – Member

Experience

- Hanahan WTP Ph. 1, City of Charleston, Current - (\$18.8 million) V.P.
- Eastern WRF Ph. 4C, Orange County BOCC, Current - (27.8 million) V.P.
- J. Robert Dean WTP R.O. Expansion, FKA, 2009 - (\$25 million) V.P.
- West Regional WWTF Expansion, Indian River County, 2009 - (\$22.2 million) V.P.
- On Top of the World WTP 3, Sidney Colen & Assoc, 2009 - (\$11.3 million) V.P.
- Markham Reclaim Repump Station, Seminole County, 2009 - (\$2.7 million) V.P.
- St. John Aquifer Storage Recovery Facility, SJWMD, 2009 - (\$1.7 million) V.P.
- WTP No. 3, City of Palm Coast, 2008 - (17.7 million) V.P.
- WTP No. 4, City of St. Cloud, 2008 - (\$19.4 million) V.P.
- Sanford South WRC, City of Sanford, 2007 - (\$16 million) V.P.
- Master Pump Stations Projects, Orange County BOCC, 2007 - (\$8 million) V.P.
- Chuluota WWTF Expansion, Aqua Utilities Florida, Inc., 2006 - (\$4.3 million) V.P.
- Dundee WWTP Expansion Ph. 2, Town of Dundee, 2006 - (\$3.5 million) V.P.
- Canal Street WRF Rehab, City of Leesburg, 2005 - (17.8 million) V.P.
- West Mitchell Hammock WTP, City of Oviedo, 2006 - (\$14 million) Manager
- Iron Bridge WWTP, City of Orlando, 2002 - (\$6.5 million) Manager
- Venice WWTP, City of Venice, 2003 - (\$15.3 million) Manager
- Jacks Creek WWTP, Monroe Water Light & Gas, 2002 - (\$2.3 million) Manager
- Good Homes Road Solid Waste Transfer Station, Orange County Gov. - (\$4.5 million) – Manager
- S. Central Regional WWTP, Brevard County, 2000 - (\$9.6 million) Manager
- Deerfield Beach WTP, City of Deerfield, 1999 - (\$3.2 million) Manager

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

- Boca Raton Pump Station, City of Boca Raton, 1999 (\$2.6 million) Manager
- S. Hutchinson Island WWTP, St. Lucie County, 1997 - (\$9.9 million) Manager
- Hanahan WWTP, Charleston Comm. of Public Works, 1995 - (\$4.6 million) Manager
- Palm Coast WWTP, Palm Coast Utilities, 1994 - (\$6.5 million) Manager
- Pelham WWTP, City of Pelham (\$10.5 million) Manager
- Myrtle Beach WWTP, City of Myrtle Beach (\$4.5 million) Manager
- Florida Power & Light Plant, Florida Power & Light (\$850,000) Manager
- Ocala WWTP, City of Ocala (\$9.5 million) Manager
- Holly Hill WWTP, City of Holly Hill (\$8 million) Manager
- Apopka WWTP, City of Apopka (\$5.5 million) Manager
- Altamonte Springs WWTP, City of Altamonte Springs (\$14 million) Manager

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Gregory Williams

Division Manager (South Florida)

Responsibilities

Gregory's duties include primary customer contact, forecasting of revenue, final cost projections, invoicing, change order management, estimating, subcontract management, project scheduling, management of project engineers, and purchasing of major materials and equipment.

Number of years with Wharton-Smith, Inc. – 1.5 Overall - 16

Education

BS, Mechanical Engineering, Southern University, and A 7 M College, 1998

Licenses & Certifications

State of Florida General Contractor, CGC1519024

State of Florida Mechanical Contractor, CMC1250135

US Army Corp of Engineer's Quality Control Management Certification

Experience

- Immokalee Biosolids Dewatering, Immokalee Water & Sewer District, FL (\$2 million)
- Hollywood Seminole Water Treatment Facility, Seminole Tribe of Florida (\$2.3 million)
- Jupiter Western Repump Station Emergency Power/Repump Fac., Town of Jupiter, FL (\$2.6 million)
- Jupiter Central Blvd High Service Pump, Town of Jupiter, FL (\$2 million)
- Water Treatment Plant Process Improvements, Town of Lantana, FL (\$2.1 million)
- Iron Filter System Installation of Iron Filters Tropical Farms WTP, Martin County, FL (\$2.5 million)
- Solid Dewatering Plant Construction of a Solids Dewatering Facility, City of WPB, FL (\$1.4 million)
- Water System Improvements, City of Moore Haven, FL (\$3.5 million)
- Norwood-Oeffler WTP VOC Removal Project Mods to Aeration & Carbonair Units, City of North Miami Beach, FL (\$3.7 million)
- Wastewater Treatment Plant Expansion, Immokalee Water & Sewer District, FL (\$7.2 million)
- RO WTP Expansions, Village of Tequesta, FL (\$2.5 million)
- Broward County 3-C, Broward County, FL (\$4.3 million)
- Nanofiltration, City of Dania Beach, FL (\$676,475)
- Hillsboro Administration Complex Administration Building, City of Coconut Creek, FL (\$5.6 million)
- Odor Control Imp Southern Regional & Plant #3, Palm Beach County Utilities, FL (\$2.8 million)
- Wastewater Treatment Facility Capital Improvements, City of Stuart Utilities, FL (\$4.3 million)
- Reclaimed Water Storage & Pumping Facility Water Storage & Pumping Facilities, City of Boca Raton (\$4 million)
- Big Cypress WWTP Advanced WWTP, Seminole Tribe of Florida (\$2.8 million)
- Reclaimed Water & Disinfection Facilities, Village of Wellington, FL (\$1.2 million)

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Jeffrey Wiley
Project Manager

Responsibilities

Jeffrey is responsible for the overall management of the project and for providing daily leadership to the project team. During the preconstruction phase, he assists with bid packages, schedules, constructability reviews, value engineering, and site logistics. During the construction phase, he oversees construction activities which include scheduling, quality control, cost control, change orders, and close-out.

Number of years with Wharton-Smith, Inc. – 9 years Overall – 13 years

Education

Bachelors of Business Management, University of Central Florida, 2005

Licenses & Certifications

Certified Florida Building Contractors License

OSHA 30 Hour

CPR and Safety

Competent Person – Scaffolding, Fall Protection, Confined Space, and Trenching & Excavation

Experience

- Camelot WRF, Toho Water Authority, FL (\$5 million)
- Parkway WRF, Toho Water Authority, FL (\$3 million)
- Polk County WWTP, Polk County, FL (\$33 million)
- Yankee Lake WRF, Seminole County, FL (\$9 million)
- Cocoa Beach WRF, City of Cocoa Beach, FL (\$18 million)
- Magdalena Ave Pump Station Upgrades, City of Deltona, FL (\$2 million)
- Markham WTP, Seminole County, FL (\$19 million)
- Cudjoe Key AWRF, FKA, FL (\$22 million)

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Guy Diorio
Project Superintendent

Responsibilities

Guy is responsible for supervision and coordination of the day-to-day activities of the subcontractors and Wharton-Smith employees. He will oversee safety & building inspections, schedule requirements, and quality compliance. Guy will complete daily reports, two-week look ahead schedules, weekly jobsite meetings, material delivery coordination, storage and installation requirements, project final quality and start up planning.

Number of years with Wharton-Smith, Inc. - 8 Overall - 32

Education

High School Diploma

Licenses & Certification:

First Aid and CPR

OSHA- 10 hour

Competent Person for Confined Space Entry

Competent Person for Trenching and Excavation Competent Person for Scaffolding

Intermediate MOT Certification

Lull, Forklift

Affiliations

Member Associated Builders & Contractors (ABC)

Member Associated General Contractors (AGC)

Experience

- Key Largo WTD Biosolids Digester, Key Largo, FL (\$4 million)
- Cudjoe Key AWRF, Cudjoe Key, FL (\$21.9 million)
- Key West George Street Stormwater Basin, Key West, FL (\$3.2 million)
- East Central Regional Water Reclamation Facility, NextEra Energy (FP&L), FL (\$17 million)
- Wellington WWTP Expansion, City of Wellington, FL (\$21.6 million)
- West Regional WWTF, Indian River County, FL (\$23 million)

Vacuum Station Tank E Rehabilitation

Section 4: Key Personnel Qualifications and Project Staffing

Subcontractors List

- Please see attached Proposal Form 00410, Section 1.04 page 24.

Vacuum Station Tank Rehabilitation

Section 5: Litigation and Financial Information

1) The names of all individuals with an interest in the company or entity as outlined below given the entity's applicable structure:

a. Corporations: Shareholders with 10% or more stock

| No. | Name | Percent Owned |
|-----|----------------------|---------------|
| 1 | Ronald F. Davoli | 23.3% |
| 2 | Timothy S. Smith | 21.9% |
| 3 | Richard F. Alexander | 12.07% |

b. General Partnership: Provide name of partners – N/A

c. LLC : Provide a list of Members – N/A

d. Sole Proprietorship: Provide name(s) of owner(s) – N/A

2) The number of years the company or individual has been in operation. (If the individual or entity operated previously under a different name, include the time period during which the individual or entity operated and the name under which the individual or entity operated)

• 32 years

3) A copy of Respondent's "Detail by Entity Name" screen/page as it appears on www.sunbiz.org

**Florida Department of State
 DIVISION OF CORPORATIONS**

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Companies Notaries Documents **Entity Name Search**

Entity No Name History Search

Detail by Entity Name

Florida Profit Corporation
WHARTON-SMITH, INC

File Information

Document Number 004243
 FIDEN Number 59-2182802
 Date Filed 04/03/1984
 Effective Date 04/03/1984
 State FL
 Status ACTIVE
 Last Event AMENDMENT
 Reason Date Filed 05/16/2015
 Event Effective Date NONE

Physical Address
 728 MONROE RD
 SANFORD, FL 32771

Charge# 04252005

Mailing Address
 PO BOX 471028
 LAKE MONROE, FL 32717

Charge# 07062015

Registered Agent Name & Address
 RONALD F DAVOLI
 728 MONROE RD
 SANFORD, FL 32771

Name Changed 04252005
 Address Changed 04252005

Office/Division/Email

Name & Address

The CO
 RONALD F DAVOLI
 728 MONROE RD
 SANFORD, FL 32771

The S
 WHARTON-SMITH, INC
 728 MONROE RD
 SANFORD, FL 32771

The NS
 WHARTON-SMITH, INC
 728 MONROE RD
 SANFORD, FL 32771

The POT
 RONALD F DAVOLI
 728 MONROE RD
 SANFORD, FL 32771

The VP
 TIMOTHY S SMITH
 728 MONROE RD
 SANFORD, FL 32771

The SW 1001
 RICHARD F ALEXANDER
 728 MONROE RD
 SANFORD, FL 32771

The VP
 RICHARD F ALEXANDER
 728 MONROE RD
 SANFORD, FL 32771

The SW 1002
 WHARTON-SMITH, INC
 728 MONROE RD
 SANFORD, FL 32771

The VP
 WHARTON-SMITH, INC
 728 MONROE RD
 SANFORD, FL 32771

The SW 1003
 WHARTON-SMITH, INC
 728 MONROE RD
 SANFORD, FL 32771

Vacuum Station Tank E Rehabilitation

Section 5: Litigation and Financial Information

- 4) Whether the Respondent (as an individual, a business or corporate entity, or an entity previously owned by the Respondent) has:
- Ever failed to deliver upon the goods and (or) services for which it has been contracted? If yes please explain in detail. **No.**
 - Ever been the subject of any judgments, claims, arbitration proceedings, or lawsuits? If yes please explain in detail and indicate whether any such judgments, claims, arbitration proceedings, or lawsuits are currently pending or outstanding. **Please see question c. below.**
 - Ever been party to a lawsuit, arbitration, or mediation in regards to goods and (or) services for which it was contracted? If yes please explain in detail.

Wharton-Smith, Inc. - Litigation and Claims History

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. Below is a listing of litigation/claims record for the past 10 years.

OWNERS

Large Waste Water Reclamation Facility Aeration and Clarification Upgrades Project (Case No. 06-4264 CI 20 in the 5th Judicial Circuit in and for Pinellas County, Florida Civil Division): In 2006, The City of Largo, Florida filed suit against Parsons Engineering Science, Inc. (the Design Engineer of Record) and Wharton-Smith, Inc. (the Contractor). The City claims damage to an existing clarifier due to hydrostatic pressures exerted on the structure when it was drained in order for Wharton-Smith to upgrade the clarifier. The clarifier was drained by the City, as the draining of the structure was not in Wharton-Smith's scope of work. Wharton-Smith claims that because it was not in the contractor's scope to drain the tank, the contractor was not responsible for any problems that may have resulted from the City draining the tank. The City of Largo had previously granted final completion and made final payment to Wharton-Smith without any claim against our firm. The City filed the lawsuit in June 2006, more than two years after Wharton-Smith had received final payment. *This case, between the City and Wharton-Smith, was settled during mediation in January 2013.*

Wynne Building Corporation vs. Wharton-Smith, Inc. (Case No. 32 110 00621 08, American Arbitration Association): In 2007, Wynne Building Corporation filed suit against Wharton-Smith, Inc. regarding the Spanish Lakes Reverse Osmosis Water Treatment Plant. The plant was a design-build project and Wharton-Smith was the design-builder. The design of the project was subcontracted to Masteller & Moler, Inc. who served as the design consultant, and Advanced Membrane Systems, Inc. who was the design-build subcontractor for the reverse osmosis system. Both of these design subcontractors are parties to the case. The Owner claims the design was defective and the design subcontractors claim that the owner provided them bad design data, for which the owner was responsible to provide. *The case was settled during mediation in July 2009.*

Eucalyptus Properties vs. Wharton-Smith, Inc. (Case No. 07-CA-006107 in and for Orange County, Florida): In 2007, Eucalyptus Properties filed suit against Wharton-Smith concerning a commercial building project located in Winter Park, FL. *The lawsuit was settled during mediation in February 2008.*

SUBCONTRACTORS/SUBCONSULTANTS

Emerald Utilities & Site Development, Inc vs. Wharton-Smith, Inc (Case No. 2012-CA-015654-0 The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2012, Emerald Utilities filed suit against Wharton-Smith over alleged breach of contract regarding a claim on the Orange County Southern Regional Water Supply Facility. Wharton-Smith maintains that the claim, if valid, is a pass through claim to the owner, Orange County Public Utilities, which has denied the claim. *The case settled during mediation in March 2014.*

Southern Atlantic Companies, LLC vs. Wharton-Smith, Inc. (Case No. 10CA-7820-11-8 The Circuit Court of the 18th Judicial Circuit, Seminole County, Florida); Southern Atlantic Companies, LLC vs. Wharton-Smith, Inc. (Case No. 10CA-7820-11-9 The Circuit Court of the 18th Judicial Circuit, Seminole County, Florida): In December 2010, Southern Atlantic Companies, LLC, filed suit against Wharton-Smith, Inc. over 1) alleged misrepresentations during a bidding process and for 2) alleged interference with their business relationships subsequent to the bidding. Count 2 was dismissed for lack of any evidence and Count 1 is presently awaiting a hearing on a motion to be dismissed also for lack of evidence after over 3 years of the case being filed. *This case was dismissed in April 2015.*

Wharton-Smith, Inc. vs. Smith-Davis Construction, LLC (Case No. 11-CA946-15-1 Consolidated with 2011-CA-4256-15-1 The Circuit Court of the 18th Judicial Circuit, Seminole County, Florida): In March 2011, Wharton-Smith filed suit against its subcontractor for breach of contract in regards to their failure to complete their subcontract work on the Orange County Utilities Southern Regional Water Supply Facility project. In October of 2011 Smith-Davis counter sued Wharton-Smith. *This case was settled during mediation in September of 2012.*

Wharton-Smith, Inc. vs. International Fidelity Insurance Company and Southern Atlantic Companies, LLC (Intervener) (Case No. 2011-CA-9630-0 The Circuit Court of the Ninth Judicial Circuit, Orange County, Florida): In November 2011, Wharton-Smith filed suit against IFIC for their

Vacuum Station Tank E Rehabilitation

Section 5: Litigation and Financial Information

failure to pay the costs associated with SAC's failed bid protest. SAC had posted a protest bond for which IFIC was the surety. *This case was dismissed in October 2012.*

Wharton-Smith, Inc. vs. Schweizer, Waldroff Architects, Inc. (Case No. 2011-CA-016700-0 The Circuit Court of the Ninth Judicial Circuit for Orange County, Florida); In December 2011, Wharton-Smith filed suit against Schweizer Waldroff for breach of contract regarding the design-build project for the City of Orlando Fire Station No. 1 project. Upon completion of construction the HVAC system was found to have several design errors and omissions requiring Wharton-Smith to spend a significant amount of money to remedy the work. Schweizer Waldroff has filed a third party complaint against John J. Christie & Associates of Florida, Inc., the MEP design engineer on the project. *The case settled during mediation in December 2012.*

Wharton-Smith, Inc. vs. Electric Maintenance and Construction, Inc. (Case No. 07-CA-1067-15-1 in the Circuit Court of the 18th Judicial Circuit in and for Seminole County, Florida); In 2007, Wharton-Smith, Inc. filed two (2) suits against Electric Maintenance and Construction, Inc. (the Electrical Subcontractor) and their surety, for non-performance of the contracted scope on the St. Croix Wastewater Treatment Facility Upgrade project and on the St. Thomas Wastewater Treatment Facility at Redpointe project. *Wharton-Smith hired another electrical subcontractor to supplement EMC, in order to complete the project. The lawsuit was settled during mediation in January 2009.*

Wharton-Smith, Inc. vs. Reliable Constructors, Inc.; In June 2009, Wharton-Smith sued Reliable Constructors to recover damages that Reliable caused to a 30" sanitary sewer line that Wharton-Smith had installed on a project. In September 2007, Reliable was working on a separate project installing power poles and drilled through pipe installed by Wharton-Smith for an ongoing project. After trying to negotiate a settlement for over 20 months, Wharton-Smith sued Reliable. *The lawsuit was settled during mediation in December 2009.*

Wharton-Smith, Inc. vs. Sitak Corp. and Ailscheny Casalty Co. (Case No. 2015-CA-002755-15-0 The Circuit Court of the 18th Judicial Circuit For Seminole County, Florida); In November 2015, Wharton-Smith filed suit against Sitak for breach of contract. They had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. *The case is currently in the early stages of discovery.*

Suwannee Valley Grassing, Inc. vs. Wester Surety Co., Wharton-Smith, Inc. and Berco-Duval Engineering, Inc. (Case No. 2015-CA-4388 in the Circuit Court of the Fifth Judicial Circuit in Alachua County, Florida); In December 2015, Suwannee filed suit for breach of Contract regarding a subcontract they had with Berco-Duval. Berco-Duval was a subcontractor to Wharton-Smith on the Paynes Prairie Sheetflow Restoration project and has a dispute with Suwannee over non-performance and work not completed. *Berco-Duval has assumed the defense obligations of Wharton-Smith in accordance with their subcontract and is presently trying to get us dismissed from the suit.*

THIRD PARTY

J.D. Fields & Company, Inc vs. Nottingham Construction Co., LLC, Wharton-Smith, Inc. & Professional Construction Services, Inc. (Case No. 2012-0002517 21st Judicial District Court for the Parish of Tangipahoa, State of Louisiana); In August of 2012 J.D. Fields filed suit against Wharton-Smith over a dispute they had with Nottingham and Professional Construction Services in 2006. Wharton-Smith had purchased selected assets only from Nottingham in August 2010 and did not purchase this project or assume any liability in this dispute. *Wharton-Smith was dismissed from this suit in September 2014.*

Town of Manalapan vs. Gerhardt M. Witt & Associates v. Wharton-Smith and others (Case No. 50 2008 CA01781000XMRAD in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, FL); In March 2009, Witt & Associates sued Wharton-Smith, Inc. and several other companies. Witt was previously sued by the Town of Manalapan regarding a potable water well that had failed to produce as designed. The Town of Manalapan did not sue Wharton-Smith. Wharton-Smith is a third-party defendant brought into the lawsuit by Witt, acting as a third-party plaintiff. Wharton-Smith was the Design-Build of the water treatment plant that the potable water well supplied raw water to. Wharton-Smith did not have anything to do with drilling the well. *The case was settled during mediation in December 2010.*

Pond Bay Club (First American Development Group/Carib, LLC) (Case No. 535/2009, Superior Court of the Virgin Islands); In 2009, First American Development Group/Carib, LLC (FADG) defaulted on its loan agreements on the mortgage between FADG and West LB AG, a German bank. West LB has sued FADG to seek the appointment of a Receiver for the property and also to foreclose on the loan and property. Wharton-Smith, acting as Construction Manager and General Contractor to FADG, along with 47 other contractors/suppliers, filed a Lien on the property and is moving to foreclose on that Lien. As a Lien holder, Wharton-Smith is an additional claimant on all the other Liens and also with the bank filings for receiver and foreclosure. Wharton-Smith has terminated its contract with FADG. Various claims and counterclaims have been made by FADG and against FADG by parties to the original claims in regard to the default by FADG. In addition to the above litigation involving FADG, FADG and Wharton-Smith have been named as claimants in a lawsuit (District Court of the Virgin Islands, Case No. ST-09-CV-00022) filed by Boringuen Excavators Equipment, Inc. in regard to a claim made by a rental equipment company against a Subcontractor of FADG due to an act of arson to the equipment supplied to a FADG Subcontractor by Boringuen and other suppliers of rental equipment while located on the FADG project site. Coverage of the claim is being pursued under the FADG Builders Risk policy. *The suit filed by Boringuen against Wharton-Smith as a Third Party Defendant has been dismissed. The bank has foreclosed on FADG and all litigation has been closed.*

CLAIMS RECORD

St. Croix Wastewater Treatment Facility Upgrade; In 2005, Wharton-Smith, Inc. employed a third-party consultant to file a Delay Claim to VVNA Caribbean, who filed to the Government of the Virgin Islands (GVI), for additional compensation due to the GVI's delay of the critical

Vacuum Station Tank E Rehabilitation

Section 5: Litigation and Financial Information

path by failure to complete contractual obligations prior to our required time of mobilization on site. *The claim was settled through negotiation.*

Animal Kingdom Stormline Replacement Project: In 2004, Wharton-Smith, Inc. employed a third-party consultant to create and file a claim against the Owner to substantiate our position for additional work performed beyond the contract scope. *This claim was settled without litigation.*

d. Ever been sued by the KLWTD or initiated litigation against the KLWTD in regards to goods and (or) services for which it was contracted to provide? If yes please explain in detail. – No.

5) Provide a minimum of two (2) credit references including, name, address, and phone number.

- JP Morgan Chase Bank, N.A.
450 S. Orange Ave, Ste 1000, Orlando, FL 32801-3313
Contact: Liz Rodriguez, Phone: (407) 236-5451
- UBS
111 N. Orange Ave, Ste. 1300, Orlando, FL 32801
Contact: Jason A. Johnson, Phone: (407) 827-6311

6) For projects where the total base bid is \$1,000,000.00 or less, provide a current Compilation Statement of the Respondent, prepared by a Certified Public Accountant (CPA) or a current audited Financial Statement of the Respondent, prepared by a CPA, reflecting the most current fiscal year ended, including a certification that the financial status of the company has not materially changed since the compilation or audit.

Please see attached Financial Statement sealed in a separate envelope, due to the confidential nature of this statement.

7) For projects where the total base bid is \$1,000,000.01 or higher, provide a current audited Financial Statement of the Respondent, prepared by a CPA, reflecting the most current fiscal year ended, including a certification that the financial status of the company has not materially changed since the audit.

Please see attached Financial Statement sealed in a separate envelope, due to the confidential nature of this statement.

8) The financial information shall reflect the most current fiscal year and shall, in no case, be more than sixteen (16) months old.

Please see attached Financial Statement sealed in a separate envelope, due to the confidential nature of this statement.

Vacuum Station Tank E Rehabilitation

Section 5: Litigation and Financial Information

- 9) Provide a list of equipment and quantities currently owned or under lease to the Respondent and available for the work.

Company Owned Equipment List

CAT 420 EIT Backhoe KMW 01380
CAT 420E IT Backhoe KMW 01679
CAT 420D Backhoe Ext FDP 02176
CAT 420D-IT Backhoe BLN 05082
CAT 420E IT Backhoe KMW 01408
CAT 420D Backhoe Ext FDP 14972
CAT 420D Backhoe FDP 13024
CAT 420D-IT Backhoe BLN 12036
CAT 420D-IT Backhoe Ext BLN 12067
CAT 420D-IT Backhoe Ext OBLN 12972
CAT 420E-IT Backhoe PHC00841
Case 580M Backhoe 2wd 2005 NSC390925 BH-2
Case 580M Backhoe 4wd 2005 N6402102 BH-3
John Deere 310G 2005 T03106K946737 w/Hammer
CAT 320L Trackhoe PAB 07572
Case mini 2004 IC CX47 DFED00268MXME4
Excavator, Kobelco 2000/ sk330c/YC06-U0264
Excavator, Kobelco 2001/ sk330c/YC06-U0455
CAT 315CL Excavator FT 01100
CAT 320CL Excavator OPAB 04466
CAT 304CCR Excavator FPK00472
Cat 320DLRR Excavator XCK00248
Cat 320DLRR Excavator XCK00250
Komatsu PC120-6 Excavator 1997 57516 E-2
Komatsu PC138USLC-2 Excavator 2007 2229 E-3
Komatsu PC78US-6 Excavator 2006 9319 E-7
Komatsu PC228USLC-3 Excavator 2007 40632 E-9
Komatsu PC228USLC-3 Excavator 2007 40396 E-10
Komatsu PC300LC-7E0 Excavator 2007 A88715 E-78
Case CX80 Excavator 2005 DAC881161 CX80
CAT 304CCR Excavator 2007 FPK03333 E-8
Ditch Witch 7610 Trencher T-1
CAT TH360 Mat. Handler SLE 04746
CAT TH360 Mat. Handler SLE 04747
CAT TH360 Mat. Handler SLE 05400
CAT TL642 Mat. Handler TBK 00809
JLG 8042 Skytrack Material Handler sn=160010460
JLG 8042 Skytrack Material Handler 2008 Serial 0160037030
Air Comp. Mod 185CA-S/N # 200707050029
Air Comp. Mod. 185CA-S/N # 200707050052
CFM 185 Air Compressor 139035
Air compressor Atlascopco/xas96jd/611284
Air compressor, Atlascopco/xas96jd/611959
CFM 200 D21006JD
Air Comp. Mod D-185 Sullivan S/N 16433A
Sullair AC Mod 185DPQJP Ser.004149046

Welder Miller Big 40 Ith486545
Welder Miller Big 50 Ith019753
Welder Miller Big 40 Ith92212
Coleman GenPak Generator C34117GP Serial- 7983054
Crane, Manitowoc 2900 (Truck 70-d)/29331
Messy Ferg Fork lift
Unde Fork Lift
CAT 928G Loader DJD 02879
Komatsu WA200PZ-6 Loader 2009 70752 L-2
GENIE T250
JD CT322 Track Skid Steer sn=ID322TA127574
Cat 289C Compact Track Loader JMP00968
Bobcat T900 Track Loader 2009 521911778 BC-1
Komatsu CK35-1 Track Loader 2008 TL-1
Wacker Light Tower Model # LTC4L Serial # 5753512
Grout Pump
PC228 Vib Compactor 126G06686
PC228 Vib Compactor
JD XUV 620I 2007 MOHXOPAD41950- Prod ID MOXUVGT020478
JD Gator 6X4TH 2008 W06X4HD08664
Kawasaki Mule 610 2007 JK1AFEC1278505230
JD Gator 6x4 W06X4D008667
Kawasaki Mule 610 2005 JK1AFEB155901607 Red
JD Gator 620I 2007 Model-XUV05D107 Serial-M0HXOPAD28047
(continued) HPX OPS - Prod ID MOXUVGT011174
Terranite TSS36 Ride On Sweeper
Cat Generator for LM office
2007 GMC PU Gray 69436
2007 Isuzu HD Crew 17113
2008 Chevy Silverado Ext Cab White 155835
2009 Chevy Silverado White 124575
2011 Ford F150 Ext. Cab
2010 Ford F150 Reg Cab
2008 Impala Blue
Dodge 3500 flatbed
Int'l Flat Bed Truck
Dump Truck, Ford 1995/F800/1ftn180c2sva31555
Steel Flat Bed Trailer
White Enclosed Traller
Wood Flatbed Trailer
Econoline 16 Ton Trailer
Equip. Manager Misc. (Code 4001)
La. Mechanic Expendable's
2005 F550 Service truck
Miscellaneous Tools

Total Approximate Value: \$2,297,400.00

Wharton-Smith, Inc. will lease or rent as needed and/or required by the specific project requirements. In order to expedite repair and maintain equipment, Wharton-Smith, Inc. will utilize an equipment manufacturer within a 50 mile radius of the jobsite to ensure minimum delay.

Vacuum Station E Tank Rehabilitation

**SECTION 00410
PROPOSAL FORM**

PART 1 GENERAL

1.01 Description

The following Proposal, for the (1) Vacuum Station E Tank Rehabilitation is hereby made to Key Largo Wastewater Treatment District (KLWTD), hereafter called the Owner. This Proposal is submitted by (2) Wharton-Smith, Inc.
Local: 125 W. Indiantown Road, Ste 201, Jupiter, FL 33458, Phone: (561) 748-5956
Corporate: 750 Monroe Road, Sanford, FL 32771, Phone: (407) 321-8410

*(1) Name of Project as shown in the Invitation for Proposals
(2) Name, address, and telephone number of Respondent*

1.02 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.

2. Addenda: Number One Dated 04/19/16
Number Dated
Number Dated
Number Dated

B. Has examined the site and all RFP documents and understands that in submitting his Proposal, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

- 1. To hold this Proposal open for 90 calendar days after the Proposal opening date.**
- 2. To accept the provisions of the Instructions to Respondents regarding disposition of Bond Security.**
- 3. To enter into and execute a contract with the Owner, if awarded on the basis of this Proposal, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Respondents.**
- 4. To accomplish the work in accordance with the Contract Documents.**

Vacuum Station E Tank Rehabilitation

- 5. To begin work not later than 15 days after the issuance of a Notice to Proceed; to achieve substantial completion of the work within 30 calendar days of the date of the Notice to Proceed; and to achieve final completion within 7 calendar days from substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.
- 6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.03 Proposal Schedule

The Respondent hereby agrees to perform all work as required by the Contract Documents for the following Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

1.04 List of Subcontractors

List the subcontractors, if any, that the Respondent proposes to use to perform a portion of the work with a value of more than one half of one percent of the total proposal. Prior to award, the Respondent must provide evidence of each subcontractor's valid business license, and evidence of each subcontractor's valid certificate of competency or registration under Ch. 489, Fla. Stat.

If the Respondent fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is more than one half of one percent of the total proposal, the Respondent shall be considered to have agreed to perform that portion of the work without the use of a subcontractor and to have represented the Respondent to be qualified to perform that work. The Respondent shall not remove or replace subcontractors listed in the Proposal subsequent to the lists being made public at the Proposal opening, except upon good cause shown.

| Subcontractor Name | Business Location | Work to be Performed | Percentage of Base Bid |
|---------------------------|--------------------------|-----------------------------|-------------------------------|
| Benson Electric | Miami, FL | Electrical | 6.5% |
| Southland Painting | Ft. Lauderdale, FL | Painting | 14.5% |
| | | | |
| | | | |
| | | | |

Use additional sheets, if necessary.

Vacuum Station E Tank Rehabilitation

1.05 Additive Alternates

Additive Alternates (commonly referred to as add alternate), are defined in the project description as well as in the bid form. An add alternate item is denoted on the bid form with the words "(Add Alternate Item)" in the line item description. Add alternate items shall be awarded solely at the discretion of the District and are not guaranteed should a contract be awarded for the items included in the base bid. The District may accept the Add Alternate bid at any time before final completion of the project.

If the Respondent does not wish to bid on Add Alternate items then the words "NO BID" shall be stated in the cost and total cost section of the bid form. If the Respondent wishes to bid on Add Alternate items then the "Combination Total" section of the bid form must be filled out.

Vacuum Station E Tank Rehabilitation

| ITEM NO. | DESCRIPTION | UNITS | Quantity | UNIT COST | TOTAL COST |
|--------------|--|-------|----------|-----------|---------------------|
| 1 | Perform the Vacuum Station E Tank Rehabilitation Project in its entirety | LS | 1 | \$204,250 | \$204,250 |
| 2 | Bonds & Insurance | LS | 1 | \$3,500 | \$3,500 |
| 3 | Mobilization (NOT TO EXCEED 5%) | LS | 1 | \$11,000 | \$11,000 |
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| Total | | | | | \$218,750.00 |

1.05 Miscellaneous Requirements and Affirmations

- A. Proposal must be on the Proposal Form.
- B. I have attached the required Bid Security to this Proposal.
- C. I have attached the required Statement in connection with the Trench Safety Act.

1.06 RESPECTFULLY SUBMITTED, signed and sealed this 27 **day of** 4 **, 2016**

Wharton-Smith, Inc.
Contractor
[Signature] 04/27/16
By (Signature) Date

Ronald F. Davoli, President/CEO
Printed Name and Title

750 Monroe Road
Business Address

Sanford, FL 32771 (CORPORATE SEAL)
City State Zip Code

(407) 321-8410 (407) 327-6984
Telephone No. Facsimile No.

ATTEST:
[Signature] 04/27/16
By (Signature) Date

Devon A. Lewis, Corporate Secretary
Printed Name and Title



END OF FORM

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**SECTION 00420
BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, 1) Wharton-Smith, Inc.
_____, as Principal, and 2) Western Surety Company
_____, as Surety, are hereby and firmly bound unto Key Largo
Wastewater Treatment District, as Owner, in the penal sum of 3) Five Percent of Bid
_____ Dollars (\$ 5% of Bid _____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Key Largo Wastewater Treatment District a certain Proposal for 4) Vacuum Station E Tank Rehabilitation, attached hereto and hereby made a part hereof.

- 1) *Respondent*
- 2) *Surety*
- 3) *Amount of Bond as Required in the Instructions to Respondents*
- 4) *Name of Project as Shown in Request for Proposals*

NOW, THEREFORE,

- A. If said Respondent shall be in rejected, or in the alternate,
- B. If said Proposal shall be accepted and the Principal shall execute and deliver the Agreement (properly completed in accordance with the RFP Documents), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Proposal; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed and sealed this 27th day of April, 2016.

ATTEST:

Devon Lewis
By (Principal Officer)

Devon A. Lewis, Corporate Secretary
Typed Name and Title

(CORPORATE SEAL)



Christine Morton
By

Christine Morton, Witness
Typed Name and Title

(SEAL)

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

Wharton-Smith, Inc.
Principal
Ronald F. Davoli
By (Signature of Officer)

Ronald F. Davoli, President/CEO
Typed Name and Title

750 Monroe Road
Address

Sanford, FL 32771
City, State, Zip

Western Surety Company
Surety
April L. Lively
By, Attorney-in-Fact

April L. Lively, Attorney-in-Fact &
Florida Licensed Resident Agent
Typed Name and Title

P.O. Box 5077
Address

Stouffville, SD 57117
City, State, Zip

(800)331-6053 N/A
Telephone No. Facsimile No.

END OF FORM

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Margie L Morria, Deborah Ann Murray, Christine A Morton, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of October, 2015.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota } ss
County of Minnehaha

On this 28th day of October, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 27th day of April, 2016



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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**SECTION 00430
 TRENCH SAFETY STATEMENT FORM**

Respondent acknowledges that included in the various items of the proposal contained on the Proposal Form are costs for complying with the Florida Trench Safety Act (FS 553.60-553.64). The Respondent further identifies the cost of compliance with the applicable trench safety standards for the project as follows (Respondent to attach additional sheets as necessary to identify all costs):

| | Trench Safety Measure (Description) | Units of Measure (LF, SF, SY) | Unit Quantity | Unit Cost | Extended Cost |
|--------------|-------------------------------------|-------------------------------|---------------|-----------|-------------------|
| A | Temp Tank Excavation | LF | 100 | \$25.00 | \$2,500.00 |
| B | | | | | |
| C | | | | | |
| D | | | | | |
| E | | | | | |
| F | | | | | |
| TOTAL | | | | | \$2,500.00 |

The total cost shown herein is already included in the various items on the Proposal Form and is not additional to the pricing shown on the Proposal Form.

Respondent, by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards.

Submitted, signed and sealed this 27 day of April, 2016.


Wharton-Smith, Inc.

Respondent

 Signature

Ronald F. Davoli, President/CEO
 Printed Name and Title



ATTEST:

 Signature
 April 27, 2016
 Date
 Devon A. Lewis,
 Corporate Secretary

END OF FORM

(SEAL)

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INSURANCE CERTIFICATION FORM

Name of Project: Vacuum Station E Tank Rehabilitation

Additional Insureds:

Owner: Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, Florida 33037

Engineer(s): Weller Engineering
6805 Overseas Hwy
Marathon, Florida 33050

THIS IS TO CERTIFY that the numbered policies identified by the attached Certificates of Insurance have been issued by the below stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions.

The insurance company hereby waives its rights of subrogation against the additional insured.

The insurance company hereby agrees to provide to the additional insured, promptly upon request, a true, full, and correct copy of the insurance policies identified in the attached Certificates of Insurance.

Wharton-Smith, Inc.
Named Insured

Amerisure Insurance Company
Insurance Company
Bouchar Insurance, Inc.
101 N Starcrest Drive, Clearwater, FL 33765
Address _____ City _____ State _____ Zip _____

By: [Signature]
Signature of Authorized Representative

Ronald F. Davoli, President/CEO
Printed or Typed Name of Authorized Representative (Attach Acknowledgment)



(Make additional copies of this form if more than one insurance company provides contract required insurance).

END OF FORM

**APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED
INFORMATION**

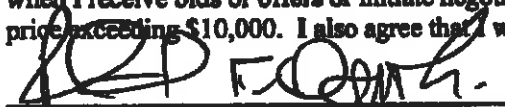
[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by Wharton-Smith, Inc., which
(insert the name of the Owner)
expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I X have / have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I X have / have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.



(Signature of Authorized Official)

April 27, 2016
(Date)

Ronald F. Davoli, President/CEO
(Name and Title of Authorized Official [Print or Type])

Wharton-Smith, Inc.
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

750 Monroe Road, Sanford, FL 32771, (407) 321-8410

**(Address and Telephone Number of Prospective Construction Contractor or
Subcontractor [Print or Type])**

59-2392802

**(Employer Identification Number of Prospective Construction Contractor or
Subcontractor)**

**APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**


CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by Wharton-Smith, Inc.
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.



(Signature of Authorized Official)

April 27, 2016
(Date)

Ronald F. Davoli, President/CEO
(Name and Title of Authorized Official [Print or Type])

Wharton-Smith, Inc.
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

750 Monroe Road, Sanford, FL 32771, (407) 321-8410
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

59-2392802
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)


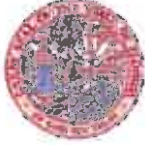
Licenses

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

| | |
|----------------|--|
| LICENSE NUMBER | |
| COC1811243 | |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
PO BOX 471028
LAKE MONROE FL 32747





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

| | |
|----------------|--|
| LICENSE NUMBER | |
| COC032888 | |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

SMITH, GEORGE E
WHARTON-SMITH INC
780 MONROE ROAD
SANFORD FL 32771





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

| | |
|----------------|--|
| LICENSE NUMBER | |
| CUC088508 | |

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

DAVOLI, RONALD FRANK
WHARTON-SMITH INC
780 COUNTY RD 15
PO BOX 471028
LAKE MONROE FL 32747-1028




Licenses

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

| | |
|-----------------------|--|
| LICENSE NUMBER | |
| PCC048365 | |

The **POLLUTANT STORAGE SYSTEMS CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2016**

SMITH, GEORGE E
WHARTON-SMITH INC
750 MONROE ROAD
SANFORD FL 32771





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

| | |
|-----------------------|--|
| LICENSE NUMBER | |
| PCC128821 | |

The **POLLUTANT STORAGE SYSTEMS CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2016**

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





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

| | |
|-----------------------|--|
| LICENSE NUMBER | |
| CFC1427566 | |

The **PLUMBING CONTRACTOR**
Named below IS **CERTIFIED**
Under the provisions of Chapter 489 FS.
Expiration date: **AUG 31, 2016**

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




Licenses

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

| | |
|-----------------------|--|
| LICENSE NUMBER | |
| CGC1249482 | |

The **MECHANICAL CONTRACTOR**
 Named below IS **CERTIFIED**
 Under the provisions of Chapter 489 FS.
 Expiration date: **AUG 31, 2018**

HEWITT, PATRICK JOHN
WHARTON-SMITH INC
2806 CHIPPEWA TRAIL
MAITLAND FL 32751






State of Florida
Board of Professional Engineers

Attest that
Wharton-Smith, Inc.

is authorized under the provisions of Section 471.0013, Florida Statutes, to offer engineering services to the public through a Professional Engineering Firm licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
 Audit No: 228201702734

FBPE
 FLORIDA BOARD OF PROFESSIONAL ENGINEERS
 CA Lic. No:
1813

SEMINOLE COUNTY BUSINESS TAX RECEIPT
RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR
 PO Box 630 • Sanford, FL 32772-0630 • Telephone: 407-665-1000
www.seminoletax.org

VALID THROUGH 09/30/16



WHARTON-SMITH INC
750 MONROE RD
SANFORD, FL 32771

Account #: 022717

GEORGE E SMITH (OFFICER)
TIMOTHY SMITH (OFFICER)

REGULATED
License # - CGC1511243
Qualifier - TIMOTHY S SMITH

Receipt #: 15172015071604418 **Amount Paid: \$ 48.00** **Date Paid: 07/16/2015**

Licenses

State of Florida Department of State

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

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 6, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2016*



Ken Detman
Secretary of State


Tracking Number: CC4598815934

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

<https://services.sosbiz.org/FBIIngs/CertificateOfStatus/CertificateAuthentication>



License



ANNE M. GANNON
 COUNTY CLERK, 1ST DISTRICT
 Serving Palm Beach County
 Serving you

Anne M. Gannon
 Concomitant Tax Collector
 Serving Palm Beach County
 P.O. Box 3023
 West Palm, Beach, FL 33402-3023

Account Information

LETR Number: 201364913

Mail/Ag Address: SMITH TIMOTHY SCOT
 PO BOX 471028
 SANFORD, FL 32771

Tax Type: Business Tax

Status: Active

Location Address: 125 W INDIANTOWN RD 201
 JUPITER, FL 33458

Business Detail

Business Name: WHARTON SMITH INC

Trade Name: WHARTON SMITH INC

Phone Number: 407-321-8410

New Business: 09/30/2013

Business Type: GENERAL CONTRACTOR (23-0051)

Number of Units: 20

Memo: REQUIRED: SUBMIT CURRENT VALID COPY OF CILS OR DBPR STATE CERTIFICATION, LICENSE, OR EXEMPTION FOR RENEWAL.

Tax Year: 2016

License Number: 201364913

Lic. Status: Active

Certificate: CGC1511243

Cert. Issue: 07/10/2015

NAICS: 23-0051

| Tax Information | | | | | | |
|-----------------|-----------|-----------|--------|-------------|----------|-----------|
| Bill Number | Due Date | Bill Year | Tax | Penalty/Fee | Interest | Total Due |
| B48177641 | 9/30/2015 | 2016 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Due: | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| Tax Payment | | | | | |
|-------------|-------------|----------------|-------------|-----------|---------------|
| Bill Year | Bill Number | Receipt Number | Amount Paid | Last Paid | Paid By |
| 2016 | B40177641 | 815-842028 | \$37.50 | 7/9/2015 | Judy Peterson |

2015-2016 MARTIN COUNTY ORIGINAL BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
 3466 S.E. Willoughby Blvd., Stuart, FL 34984
 (772) 288-8884

Account: 2002-812-8882 Cert: CG-C032689

Phone: (407)321-8410 Sic No: 23321

Location: 3547 SW CORPORATE PARKWAY PC

| | | | | | |
|--------------|--------|----------|----------------|--|--|
| Prev Yr | \$.00 | Lic Fee | \$38.25 | | |
| | \$.00 | Penalty | \$.00 | | |
| | \$.00 | Coll-Fee | \$.00 | | |
| | \$.00 | Transfer | \$.00 | | |
| TOTAL | | | \$28.25 | | |

Has satisfied requirements to engage in the business, profession or occupation of **GENERAL CONTRACTOR** at location listed for the period beginning on the **82 Day of NOVEMBER** AND ENDING **SEPTEMBER 30 2016**

SMITH, GEORGE E (QUALIFIER)
 WHARTON-SMITH INC
 SMITH, GEORGE
 PO BOX 471028
 LAKE MONROE, FL 32747

91 2014 08546.0001 PAID



Wharton-Smith, Inc.
CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on March 30th, 2015 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

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

Ronald F. Davoli
George E. Smith
David V. Hayes
Timothy S. Smith
Devon A. Lewis
Patrick J. Hewitt
Kenneth E. Marcell III
Cecil D. Harris
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams

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

Signed and sealed this 12th day of June, 2015.
(Seal of Corporation)




Devon A. Lewis, Secretary


George E. Smith, Director


William R. Wharton, Director


Ronald F. Davoli, Director

Client#: 26140

WHARTONS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 4/07/2016

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 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 Bouchard Insurance Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481 | CONTACT PHONE (No. Ext): 727 447-6481 FAX (No. Ext): 727 449-1267 E-MAIL: cicerie@bouchardinsurance.com | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|---|-------|---|-------|--------------------------------------|-------|--------------------------------------|-------|------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER C: Liberty Insurance Underwriters</td> <td>19917</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER E: Berkley Assurance Company</td> <td>38462</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Amerisure Insurance Company | 19488 | INSURER B: Starr Indemnity & Liability Co | 38318 | INSURER C: Liberty Insurance Underwriters | 19917 | INSURER D: XL Specialty Insurance Co | 37885 | INSURER E: Berkley Assurance Company | 38462 | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A: Amerisure Insurance Company | 19488 | | | | | | | | | | | | | |
| INSURER B: Starr Indemnity & Liability Co | 38318 | | | | | | | | | | | | | |
| INSURER C: Liberty Insurance Underwriters | 19917 | | | | | | | | | | | | | |
| INSURER D: XL Specialty Insurance Co | 37885 | | | | | | | | | | | | | |
| INSURER E: Berkley Assurance Company | 38462 | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED Wharton-Smith, Inc. PO Box 471028 Lake Monroe, FL 32747 | | | | | | | | | | | | | | |


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 | APPL. DATE | INSR. DATE | POLICY NUMBER | POLICY EFF. DATE (MM/YY) | POLICY EXP. DATE (MM/YY) | LIMITS |
|----------|---|------------|------------|------------------|--------------------------|--------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC | Y | Y | GL20361081101 | 04/01/2016 | 04/01/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PROPS (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | Y | CA20361071001 | 04/01/2016 | 04/01/2017 | COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | Y | Y | 1000021661 | 04/01/2016 | 04/01/2017 | EACH OCCURRENCE \$20,000,000 |
| C | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | Y | Y | 100008433602 | 04/01/2016 | 04/01/2017 | AGGREGATE \$20,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYERS PARTNER/EXECUTIVE OFFICERS (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | NTA | WC203610909 | 04/01/2016 | 04/01/2017 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 |
| D | Rented Equipment | | | UM00024961MA16A | 04/01/2016 | 04/01/2017 | 1,500,000 |
| E | Pollution Liab | | | PCADB60004759416 | 04/01/2016 | 04/01/2017 | 5,000,000 |
| E | Professional Liab | | | PCADB50004759416 | 04/01/2016 | 04/01/2017 | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Number Schedule, if more space is required)
 See Attached Builders Risk Policy Information

Blanket Loss Payee Applies for Rented and Leased Equipment
 Rented and Leased Equipment Deductible:
 \$2,500 standard deductible
 (See Attached Descriptions)

| | |
|---|---|
| CERTIFICATE HOLDER FOR INFORMATION 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  |
|---|---|

DESCRIPTIONS (Continued from Page 1)

\$25,000 deductible applies to all cranes, directional boring equipment and items valued over \$750,000.

Coverage is primary as respects to General Liability and Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects to General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

It is agreed by endorsement to the general liability, automobile liability and workers compensation that these policies shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

NOTICE:

Boucard Insurance is required to comply with the licensing agreement we hold with ACORD. ACORD, in conjunction with the Department of Insurance, creates and enforces the rules and regulations pertaining to proper use of the Certificate of Liability Insurance form.

We are required to mark a Y next to the line of business in which the Additional Insured or Waiver of Subrogation coverage applies. According to ACORD, the Description of Operations section must be limited to describing information necessary to identify the operations, locations and vehicles for which the certificate was issued. Please note the Description of Operations section of the Certificate cannot be used to add additional information except as just described. Marking a Y next to the line of business adequately documents coverage. Equally important, it satisfies the rules and regulations governing the proper use of the Certificate of Liability Insurance form.

Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract.

BUILDER'S RISK COVERAGE

NAMED INSURED: Wharton-Smith, Inc.
COMPANY: XL Specialty Insurance Company
NAIC #37885 AM Best Rating: A (Excellent), XV (\$2 Billion or greater)
POLICY TERM: 4/1/2015-4/1/2016
POLICY NUMBER: UM00024960MA16A

COVERED PROPERTY AND PREMISES DESCRIPTION

New construction and remodeling of waste water treatment plans; new construction and non-structural renovations of commercial buildings at various premises within the state of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana and Tennessee

SUMMARY

| COVERAGE | LIMIT OF INSURANCE |
|--|--------------------|
| Covered Property at Premises Described Above – Consisting of Frame or Joisted Masonry Construction | \$1,000,000 |
| Covered Property at Premises Described Above – Consisting of Non-Combustible Construction | \$7,500,000 |
| Covered Property at Premises Described Above – Consisting of Masonry Non-Combustible, Semi Fire-Resistive and Fire-Resistive Construction (Including Water Treatment Plants Except on Islands) | \$35,000,000 |
| Covered Property at Premises Described Above – On Islands (Water Treatment Plant Projects Only) | \$5,000,000 |
| Soft Costs | \$500,000 |

DEDUCTIBLE OR WAITING PERIOD

| COVERAGE | DEDUCTIBLE OR WAITING PERIOD |
|---|--------------------------------|
| All Coverages Unless Otherwise Specified Below | \$2,500 |
| Windstorm or Hail – Barrier Islands | \$1,000,000 |
| Named Storm – Water Treatment Plant Projects Only | 2%, Subject to \$2,500 Minimum |
| Named Storm – Frame, Joisted Masonry or Non-Combustible Construction | 5%, Subject to \$2,500 Minimum |
| Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction | 2%, Subject to \$2,500 Minimum |
| Flood – Zones C or X (Unshaded) | \$50,000 |
| Flood – All Other Zones and Water Treatment Projects on Islands | \$500,000 |

| | |
|----------------------------------|----------|
| Earthquake and Volcanic Eruption | \$50,000 |
|----------------------------------|----------|

SUBLIMIT OF INSURANCE: WIND
MAXIMUM SUBLIMIT OF INSURANCE – PER OCCURRENCE: \$2,500,000 – APPLICABLE TO WATER TREATMENT PLANTS ON ISLANDS

ONLY
MAXIMUM SUBLIMIT OF INSURANCE – ANNUAL AGGREGATE: NOT APPLICABLE

| DESCRIPTION | PER OCCURRENCE LIMIT | ANNUAL AGGREGATE LIMIT |
|---|----------------------|------------------------|
| Water Treatment Premises Located on Islands | \$2,500,000 | N/A |

SUBLIMIT OF INSURANCE: EARTHQUAKE AND VOLCANIC ERUPTION
MAXIMUM SUBLIMIT OF INSURANCE – PER OCCURRENCE: \$10,000,000
MAXIMUM SUBLIMIT OF INSURANCE – ANNUAL AGGREGATE: \$10,000,000

| DESCRIPTION | PER OCCURRENCE LIMIT | ANNUAL AGGREGATE LIMIT |
|---------------------------------|----------------------|------------------------|
| Pacific Northwest Seismic Areas | Not Covered | Not Covered |
| High Hazard Seismic Zones | Not Covered | Not Covered |
| New Madrid Seismic Areas | \$10,000,000 | \$10,000,000 |
| Islands | \$2,500,000 | \$2,500,000 |
| All Other | \$10,000,000 | \$10,000,000 |

SUBLIMIT OF INSURANCE: FLOOD
MAXIMUM SUBLIMIT OF INSURANCE – PER OCCURRENCE: \$25,000,000
MAXIMUM SUBLIMIT OF INSURANCE – ANNUAL AGGREGATE: \$25,000,000

| DESCRIPTION | PER OCCURRENCE LIMIT | ANNUAL AGGREGATE LIMIT |
|---|----------------------|------------------------|
| C and Unshaded X | \$25,000,000 | \$25,000,000 |
| All Other Zones | \$1,000,000 | \$1,000,000 |
| Islands (Waste Water Treatment Plant Projects Only) | \$500,000 | \$500,000 |

COVERAGE TERMS

- ◆ Maximum Limit of Insurance: \$50,000,000
- ◆ Valuation Clause: Replacement Cost
- ◆ Co-Insurance: 90%
- ◆ Additional Coverages – Testing: Electrical, Mechanical, Pneumatic and Hydrostatic
- ◆ Equipment Breakdown Endorsement
- ◆ Loss of Use Coverage Endorsement
- ◆ Permission to Occupy Endorsement

| ADDITIONAL COVERAGE | LIMIT OF INSURANCE |
|--|--------------------|
| Contract Penalty | \$250,000 |
| Debris Removal | \$500,000 / 25% |
| Extra and Expediting Expenses | \$50,000 |
| Fire Department Service Charge | \$25,000 |
| Fire Protection Systems | \$25,000 |
| Increase in Construction Costs | \$200,000 / 10% |
| Landscaping and Signs | \$100,000 |
| Limited Coverage for "Fungi", Wet Rot and Dry Rot | \$25,000 |
| Loss Adjustment Expenses | \$5,000 |
| Demolition Cost and Increased Cost of Construction | \$500,000 |
| Pollutant Cleanup and Removal | \$25,000 |
| Preservation of Property | Covered |
| Property in the Open | \$25,000 |
| Property that Supports your Business | \$50,000 |
| Reimbursement for Returning Stolen Property | \$10,000 |
| Reward Coverage | \$5,000 |
| Site Preparation | Covered |
| Sewer and Drain Backup | Covered |
| Sinkhole Collapse | Covered |
| Temporary Premises | \$500,000 |
| Temporary Structures | \$25,000 |
| Transit | \$500,000 |
| Unintentional Errors and Omissions | \$25,000 |
| Virus, Harmful Code or Similar Instruction | \$10,000 |
| Voluntary Parting | \$25,000 |

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