

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

January 22, 2025

BOARD OF SUPERVISORS SPECIAL MEETING AGENDA

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Willow Hammock Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

January 15, 2025

Board of Supervisors
Willow Hammock Community Development District

Dear Board Members:

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

[FOR BOARD MEMBERS AND STAFF TO ATTEND BY](#)

[TELEPHONE](#)

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 866 922

The Board of Supervisors of the Willow Hammock Community Development District will hold a Regular Meeting on January 22, 2025 at 6:00 p.m., at the Willow Hammock Community Association Amenity Center (Pool Deck), 4002 Willow Branch Place, Palmetto, Florida 34221-2784. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisor, Jennifer Hicks [Seat 4] *(the following to be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Declaring Vacancies in Seats 1 and 3 of the Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective Date
6. Consider Appointment of Qualified Elector to Fill Vacant Seat 1; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor

7. Consider Appointment of Qualified Elector to Fill Vacant Seat 3; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
8. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
9. Consideration of Muscle Fence Proposal/Contract for Willow Hammock Community Association, Inc., Playground Fence Installation [\$4,000]
10. Consideration of Devil Dog Landscaping & Tree Estimate/Invoice for Removal of Trimming of Two (2) Trees - 5022 Willow Breeze Way [\$2,000]
11. Authorization of Request for Qualifications (RFQ) for Engineering Services
12. Ratification of Willow Hammock Community Association, Inc., Quick Claim Deed [Tract 504 and Portions 304]
13. Acceptance of Unaudited Financial Statements as of November 30, 2024
14. Approval of Minutes
 - A. August 28, 2024 Public Hearing and Regular Meeting
 - B. November 5, 2024 Landowners' Meeting
15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 23, 2025 at 6:00 PM

○ QUORUM CHECK

SEAT 1		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	CHRISTINA ZIMMERMAN	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JENNIFER HICKS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOSH DELANCEY	☐ IN PERSON	☐ PHONE	☐ NO

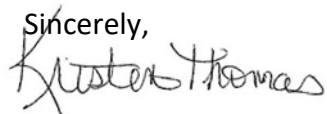
16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,

A handwritten signature in black ink that reads "Kristen Thomas". The signature is written in a cursive, flowing style.

Kristen Thomas
District Manager

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

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GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

3A11

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No: 480558

KNOW ALL MEN BY THESE PRESENTS, that **Besch and Smith Civil Group Inc. 345 Cumberland Industrial Court St Augustine, FL 32095** as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual) PO Box 14498 Des Moines, IA 50306** a corporation duly organized under the laws of the State of **IA** as Surety, hereinafter called the Surety, are held and bound unto **Greenbriar Community Development District** as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount

Dollars(**5%**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Pinewalk Greenbriar Road Widening

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

Signed and Sealed this 29th day of October 2024

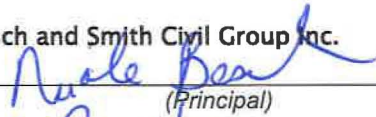


(Witness)

Tess Labitan

(Witness)

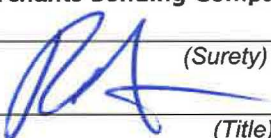
Besch and Smith Civil Group Inc.



(Principal) (Seal)
President

(Title)

Merchants Bonding Company (Mutual)



(Surety) (Seal)

(Title)

Robert T. Theus Attorney in Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



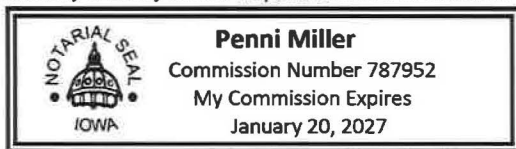
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of October, 2024.



William Warner Jr.
Secretary

PART II PROPOSAL FORM (A)
ORGANIZATION INFORMATION OF PROPOSER
PINEWALK GREENBRIAR ROAD WIDENING

DATE SUBMITTED: November 22, 2024

1. Proposer Besch and Smith Civil Group Inc
(Company Name) ☐ A Individual
☐ A Partnership
☐ A Limited Liability Company
☒ A Corporation
☐ A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) N/A

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

Street Address N/A

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address 345 Cumberland Industrial Ct

P.O. Box (if any) _____

City St. Augustine State Florida Zip Code 32095

Telephone 904-260-6393 Fax No. 904-338-0226

1st Contact Name Nicole Besch Title President

2nd Contact Name Barry Besch Title Vice President

5. List the location of Proposer's office that would perform the work.

Street Address 345 Cumberland Industrial Ct

P.O. Box (if any) _____

City St. Augustine State FL Zip Code 32095

Telephone 904-260-6393 Fax No. 904-338-0226

1st Contact Name Nicole Besch Title President

2nd Contact Name Barry Besch Title Vice President

6. Is the Proposer incorporated in the State of Florida? Yes (☒) No (☐)

6.1 If yes, provide the following:

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

If no, please explain _____

Date Incorporated September 2, 2011 Charter No. P11000078093

6.2 If no, provide the following:

The state in which the Proposer company is incorporated FL ^{NR}

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

If no, please explain _____

Date incorporated _____ Charter No. _____

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

7.1 If yes, provide the following:

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

Underground utility & Excavation

License No. CUC1224085 Expiration Date 8/31/26

Qualifying Individual Nicole Besch Title President

List company(ies) currently qualified under this license _____

Besch and Smith Civil Group, INC

7.2 Is the Proposer company a registered or licensed Contractor with St. Johns County? Yes (☒) No (☐)

7.3 Has the Proposer company performed work for a community development district previously?
Yes (☒) No (☐)

If yes, describe: see attached community development district projects

8. Name of Proposer's Bonding Company

Merchants Bonding Company
Address PO Box 14498 Des Moines Iowa 50306-8498

Approved Bonding Capacities:

Aggregate Limit

Single Project Limit

\$ 30,000,000.00
\$ 15,000,000.00

CDD Projects

1. Project Name/Owner: Trailmark Phase 2A & 4C / Six Mile Creek Community Development District
Reference Contact: Zach Brecht
Contact Phone/E-Mail: (904) 265-3223 / Brechtz@etminc.com
Dollar Amount of Contract: \$186,391.13
Scope of Services for Project: Curb and concrete repairs, asphalt repairs, and final lift.
Start Date: December 2019
Current Status of the Project: Completed as of March 2020

2. Project Name/Owner: Trailmark Phase 7 & 8 / Six Mile Creek Community Development District
Reference Contact: Zach Brecht
Contact Phone/E-Mail: (904) 265-3223 / Brechtz@etminc.com
Dollar Amount of Contract: \$4,040,379.86
Scope of Services for Project: Demolition, storm drain, water main, gravity sewer, base, paving, curb and gutter, sidewalk, striping, signage, and grassing.
Start Date: December 2017
Current Status of the Project: Completed as of February 2019

3. Project Name/Owner: SR 13 Roundabout / Rivers Edge Community Development District
Reference Contact: Greg Will
Contact Phone/E-Mail: (904) 739-3655 / gwill@prosserinc.com
Dollar Amount of Contract: \$1,452,316.84
Scope of Services for Project: Clearing and grubbing, earthwork, storm drain, base, paving, curb and sidewalk, striping, signage, and grassing.
Start Date: July 2017
Current Status of the Project: Completed as of May 2018

CDD Projects

4. Project Name/Owner: Whisper Creek Phase 3 Dolcetto Drive / Six Mile Creek
Community Development District
Reference Contact: Scott Wild
Contact Phone/E-Mail: (904) 940-5850 / wilds@etmnc.com
Dollar Amount of Contract: \$390,448.60
Scope of Services for Project: Clearing and grubbing, storm drain, water main, gravity sewer, base, paving, striping, and signage.
Start Date: April 2017
Current Status of the Project: Completed as of November 2017

Total Current Contracts Bonded \$ 19,380,000⁰⁰

9. Name of Proposer's Bonding Agency Cecil W. Powell & Company
 Address 219 N. Newnan Street Jacksonville, FL 32202
 Contact Name Bob Theus Telephone 904.353-3181

10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (21) 15,882,783
 (22) 17,324,243, (23) 22,066,944.

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

General Liability \$ 4,000,000

Automobile Liability \$ 1,000,000

Workers Compensation \$ 1,000,000

Expiration Date 9-15-2025, 10-18-2025, 2-3-2025, \$ 5-14-2025

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

If yes, please describe each violation fine, and resolution Hard Hat & Trench Box
Employees Hard Hat Fell off in trench employee placed Hard
Hat Back on and installed trench Box
 What is the Proposer's current worker compensation rating? 1.17

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

If yes, please describe the incident: _____

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

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

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

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

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Barry Besch	Vice President Superintendent	Field Supervision	28 years	13 years	Supervisor & operator
Herbie Blanton	Project Manager	Project Manager	32 years	9 years	Project Manager & Survey Manager

15. Have you ever failed to complete any work awarded to you? Yes ☐ No ☒
If so, where and why? _____

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

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

17. List any and all litigation to which the organization has been a party in the last five (5) years. If none, please write "none."

None

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

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

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

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

20. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

"see attached contracts on hand"

21. Identify all subcontractors Contractor intends on utilizing for the project and describe the portion and percentage of work to be performed by each subcontractor.

Curb Systems of Northeast FL 4.21%

Duval Asphalt 6.68%

[Remainder of Page Left Intentionally Blank]

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

Beschard Smith Civil
Group
Inc. By: Nicole Besch
Nicole Besch, President
(Type Name and Title of Person Signing)

This 22nd day of November, 2024.

(Corporate Seal)

Sworn to before me this 22nd day of November, 2024.

TYLER JAMES RODEN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH319586
MY COMMISSION EXPIRES OCT. 06, 2026

(Seal)

Tyler Roden / Oct. 06, 2026
Notary Public/ Expiration Date

Company Name Berhard Smith Civil Group Inc.

CORPORATE OFFICERS

Date 11-22-24

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Nicole Besch	President	Office Management	414 Pleasant Colony
		payables, receivables,	Elkton, FL Lane
		estimating, \$ contract	32033
		administration Field management:	
		including supervision of earthwork	
		pipe crews and subcontractors	
Barry Besch	Vice President	Office management	414 Pleasant Colony
		including estimating	Elkton, FL Lane
		and equipment	32033
		Purchase and maintenance	
		field management	
FOR PARENT COMPANY (if applicable)		including supervision	
"Not Applicable"		of earthwork pipe	
		crews and subcontractors	

SUPERVISORY PERSONNEL

Company Name Besch and Smith Civil Group Inc.

Date 11-22-24

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
11 See attached	Resumes	11		

PROPOSED SUPERINTENDENT AND PROJECT MANAGER

Company Name: Besch and Smith Civil Group, Inc.

Date: November 22th, 2024

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

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Nicole Besch (Resume attached)	President	Office and Field Management	22 years	13 years	President
Barry Besch (Resume attached)	Superintendent	Supervisor of All Crews	35 years	13 years	Superintendent
Charles Hitchcock (Resume attached)	Foreman	Supervisor for Pipe Crews	38 years	22 years	Foreman
Duane Moore (resume attached)	Foreman	Supervisor for Earthwork	33 years	33 years	Foreman
Joshua Crane (Resume attached)	Survey Manager	Survey Management and Asbuilt Drafting	15 years	13 years	Survey Manager

Barry Besch

414 Pleasant Colony Lane, Elkton FL 32033 Phone (904) 994-5171

Supervision of civil construction projects including roadways, parking lots, parks, schools, storm-water management facilities, asphalt repairs, erosion repairs, & underground utilities.

Professional Accomplishments

Education

- St. Augustine High School (1998)

Certifications

- CPR/First Aid
- FDOT Maintenance of Traffic
- Trench Safety/Confined Space & 10 Hour OSHA
- 30-Hour Construction Safety and Health OSHA
- FDEP Storm water Erosion & Sedimentation Control

Employment History

- ❖ **Besch & Smith Civil Group Inc. (2011 to Current)**
St. Augustine, FL

Job Duties: Field Management for the following operations: erosion control, clearing & grubbing, earthwork, pond liners, gravity sewer, lift stations, force-main, storm drainage, water-main, concrete, base & paving, striping & signage, & grassing.

- ❖ **Jacksonville Eighteen Construction Inc. (2004 to 2011)**
St. Augustine, FL

Job Duties: Field Management for the following operations: erosion control, clearing & grubbing, earthwork, pond liners, gravity sewer, lift stations, force-main, storm drainage, water-main, concrete, base & paving, striping & signage, & grassing. Duties also included estimating, project management, project scheduling, submittal processing, material & supply orders.

- ❖ **Earthworks of Northeast Florida (2001 to 2004)**
Jacksonville, FL

Job Duties: Equipment Operation including: Bull Dozer, Loader, Excavator, Roller, & Pan

- ❖ **VJ Usina Contracting (1998 to 2001)**
Jacksonville, FL

Job Duties: Equipment Operation including: Bull Dozer, Loader, Excavator, Roller, & Pan

References

Matt Lahti	Gulfstream Design Group Inc.	Phone: (904) 806-2898
Dale Vaughn	St. Johns County Parks	Phone: (904) 669-0391

Nicole Besch

414 Pleasant Colony Lane, Elkton FL 32033 Phone (904) 994-5172

Operations Management in Civil Construction including roadways, parking lots, parks, schools, storm-water management facilities, asphalt repairs, erosion repairs, & underground utilities.

Professional Accomplishments

Education

- University of North Florida BS Criminal Justice (2001)
- University of North Florida BS Psychology (2001)

Certifications

- Florida Underground Utility & Excavation License CUC1224085
- Florida Contractor V Firemain License FPC11-000042

Employment History

- ❖ **Besch & Smith Civil Group Inc. (2011 to Current)**
St. Augustine, FL

Job Duties: Estimating, Project Management, Project Scheduling, Submittal Processing, Material & Supply Orders, Administration of Subcontracts, Pre-qualifications, Attendance at Pre-bid & Pre-construction meetings, Signing of Contracts and Payment & Performance Bonds, Operations Management including: Field, Accounts Payable, Estimating, Contract Negotiation, Marketing & Sales, & Equipment Maintenance.

- ❖ **Jacksonville Eighteen Construction Inc. (2001 to 2011)**
St. Augustine, FL

Job Duties: Estimating, Project Management, Project Scheduling, Submittal Processing, Material & Supply Orders, Administration of Subcontracts, Pre-qualifications, Attendance at Pre-bid & Pre-construction meetings

References

Matt Lahti	Gulfstream Design Group	Phone: (904) 806-2898
Mike Kelter	Legacy Civil Engineers	Phone: (904) 338-4284



- 2012-current* *Accounts Manager, Besch and Smith Civil Group*
Process Payroll and track Job Costing. Maintain employee records. Create and maintain job files, contracts, subcontracts, purchase orders and change orders. Process Accounts Payable/Accounts Receivable. Maintain Status of Projects on Hand and Completed Projects Database. Track owned/rented equipment for job costing. Submit Notice to Owner documents and manage Release of Liens from Subcontractors and Suppliers on all current projects. Verify Accounts Payable against Purchase Orders, Subcontracts and materials received.
- 2004- 12/2009* *Office Manager, WCC Site Development, Inc.*
Office Manager for site Construction Company providing land clearing and excavation; installation of storm drainage, water and sewer; paving and site concrete for University of Florida, Shands Hospital, Flagler County School Board, commercial, residential subdivisions and municipal clients. Bookkeeping for use by CPA in Profit & Loss Reports and Balance Sheets. Job Costing. Payroll. All A/P, A/R. Full Project Accounting. Status of Contracts on Hand, Status of Contracts Completed for bonding company. Created database of all loads logged by Dump Truck fleet.
- 1993-2004* *President, WCC Site Development, Inc.*
Certified State of Florida Minority Business Enterprise. Certified FDOT Disadvantaged Business Enterprise. As owner organized and directed operations toward accomplishment of specific plans and objectives. Projects completed on schedule and within budget. Accomplishments include:
- \$575,000 contract for complete site preparation for apartment complex
 - \$323,000 contract for installation of 14'x 9' arch pipe culvert under roadway
 - \$50,000 contract to install pre-stressed, post tensioned concrete pedestrian bridge
- Preparation of bids. Order materials. Payroll, quarterly and monthly state and federal taxes. . Managing business to improve profits, positive cash flow and positive corporate image. Short term and long term planning to facilitate continued company growth.
- 1/93-12/93* *Administrative Assistant, Fred Vyverberg Architect*
Request for Proposal software, Project Billing, Change Orders, Transmittals, Submittal Logs, Job Costing, and Payroll on projects at the University of Florida; a multimillion dollar school renovation, commercial and residential projects. Gained knowledge of protocol and preparation of paperwork necessary for working with the University of Florida and county projects.
- 6/90-12/92* *Micron Green*
AutoCadd (computer aided design and drafting) Raster to Vector conversion of topographic surveys for use in AutoCadd for local utility company and private sector engineers. Learned to interpret site plans and engineering symbols. Learned to analyze construction details. Payroll, payroll taxes, state sales tax. Invoicing. Promoting and maintaining customer relations. Direct marketing through creation of client database and collateral marketing materials.
- EDUCATION**
- October 2005* Construction Lien Law seminar Lorman Education Services
October 2004 Florida DEP Qualified Storm water Management Inspector #7808
January 2003 Certificate of Proficiency Florida A&M University SBDC & FDOT Construction Management Development Program
Fall 2003 Financial Accounting SFCC Gainesville, Florida; received "A" grade for term
1999 OSHA 10 hour Safety Class
1972-1974 University of Florida
1974-1975 Santa Fe Community College, AA Degree, focus on college algebra and trigonometry
1975-1977 University of Florida, College of Journalism

Duane A Moore

4446 Love Land Pass Drive East, Jacksonville, Florida 32210

Foreman in Civil Construction projects including: roadways, parking lots, parks, schools, storm-water management facilities, asphalt repairs, erosion repairs, and underground utilities.

Professional Accomplishments

Education

- George Washington High School- Charleston, West Virginia

Certifications

- 10 HR. OSHA safety
- FDOT Maintenance of Traffic Intermediate

Employment History

- ❖ Besch and Smith Civil Group, Inc. (2012-Present)
Saint Augustine, Florida

Job Duties: Field management for the following operations: erosion control, clearing and grubbing, earthwork, pond liners, gravity sewer, lift stations, force main, storm drainage, water main, concrete base and paving, striping, signage, and grassing.

- ❖ Jacksonville Eighteen Construction (1990-2012)

Job Duties: Field management for the following operations: erosion control, clearing and grubbing, earthwork, pond liners, gravity sewer, lift stations, force main, storm drainage, water main, concrete base and paving, striping, signage, and grassing.

- ❖ Haskell (2012)

Job Duties: Equipment Operator including motor grader and Bulldozer.

References:

Name: Nicole Besch

Phone Number: (904)-994-5172

Name: Richard Smith

Phone Number: (904)-229-8000

Name: Eddie Smith

Phone Number: (904)-814-2571

Charles E Hitchcock

4620 Avenue C Saint Augustine, Florida 32095

Pipe Foreman for Civil Construction projects including: roadways, parking lots, parks, schools, storm-water management facilities, asphalt repairs, erosion repairs, and underground utilities.

Professional Accomplishments

Certifications

- Trench Safety/ Confined Space and 10 hour OSHA
- JEA safety
- CPR/ First- Aid
- 30-Hour Construction Safety and Health OSHA

Employment History

- ❖ Besch and Smith Civil Group, Inc. (2013-Present)
Saint Augustine, Florida

Job Duties: Pipe Foreman for the following operations: gravity sewer, lift stations, force main, storm drainage, water-main, and fire-main

- ❖ VJ Usina Contracting(1985-2013)
Saint Augustine, Florida

Job Duties: Pipe Foreman for the following operations: gravity sewer, lift stations, force main, storm drainage, water-main, and fire-main

References

Name: Nicole Besch

Phone Number: (904)-994-5172

Name: Eddie Smith

Phone Number: (904)-814-2571

Name: Barry Besch

Phone Number: (904)-994-5171

Joshua Crane

8261 Osteen Street, Jacksonville, Florida 32210

Survey Management in Civil construction including roadways, parking lots, parks, schools, storm-water management facilities, asphalt repairs, erosion repairs, and underground utilities.

Professional Accomplishments

Education:

- ❖ King George High School (June 1999)

Certifications and Training

- Auto cad Civil 3D 2019
- Trimble Terra-model
- Trimble Business Center

Employment History

- ❖ Besch and Smith Civil Group, Inc. (2011 - present)
Saint Augustine, Florida

Job Duties: Survey Foreman for construction layout, calculations, as-built drafting, and preparation 3D earthwork files.

- ❖ Jacksonville Eighteen Construction (2009-2011)
Jacksonville, Florida

Job Duties: Survey foreman for construction layout, calculations, as-built drafting, and preparation 3D earthwork files.

- ❖ AJ Johns, Vallencourt, Superior, Cody's Surveying, Bartram Trail (2003-2009)

Job Duties: Party Chief Stake and Layout

References

Name: Eddie Smith

Phone Number: (904)-814-2571

Name: Nicole Besch

Phone Number: (904)-994-5171

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name Beschard Smith Civil Group Inc.

Date 11-22-24

[illegible]



BESCH & SMITH
CIVIL GROUP INC.

345 Cumberland Industrial Ct.
St. Augustine, FL 32095
(904) 260-6393

BESCH AND SMITH CIVIL GROUP

LIST OF OWNED EQUIPMENT

Year	Manufacturer	Model	Type	Capacity	Condition	Location
2003	Western Star	4900EX	Semi Tractor #0920	52,000lbs.	Good	Home Office St. Johns County
1996	Freightliner	FL70	Dump Truck #3312	33,000lbs.	Good	Home Office St. Johns County
2000	Sterling	L7500	Water Truck #8104	30,000lbs	Good	Home Office St. Johns County
2003	Dynapac	CA150	Roller #0161		Good	Home Office St. Johns County
2005	Terramite	TSSS38	Broom #1348		Good	Home Office St. Johns County
	Laymoor	6HG	Broom #1300		Good	Home Office St. Johns County
2002	CAT	420D	Loader/backhoe #5292		Good	Home Office St. Johns County
2010	CAT	305C	Excavator #4375		Good	Home Office St. Johns County
2011	John Deere	524K	Loader #8057		Very Good	Home Office St. Johns County
2011	John Deere	524K	Loader #5070		Very Good	Home Office St. Johns County
	Terex	RS350	Mixer #0168		Good	Home Office St. Johns County
2013	CAT	120M	Motorgrader #0310		Excellent	Home Office St. Johns County
	Tampo		Traffic Roller #719A		Good	Home Office St. Johns County
2014	John Deere	333E	Compact track loader #5669		Excellent	Home Office St. Johns County
2008	Bomag	BW124D	Single Drum Vibratory roller #1020		Good	Home Office St. Johns County
2013	CAT	924K	Wheel loader #0650		Very Good	Home Office St. Johns County
2013	CAT	924K	Wheel loader #1643		Very Good	Home Office St. Johns County
2008	Dynapaq	CA144D	Single Drum Vibratory roller #0171		Very Good	Home Office St. Johns County
	Hitachi	245ZLXC-5	Excavator #0006		Excellent	Home Office St. Johns County
	Hitachi	250ZLXC-5	Excavator #0141		Excellent	Home Office St. Johns County
	CAT	305.5E	Excavator #2249		Excellent	Home Office St. Johns County
	CAT	305D	Excavator #1633		Excellent	Home Office St. Johns County
	CAT	312EL	Excavator #0259		Excellent	Home Office St. Johns County
	CAT	D5K	Dozer #1339		Excellent	Home Office St. Johns County
2014	John Deere	550K	Dozer #3813		Excellent	Home Office St. Johns County
2014	John Deere	550K	Dozer #4821		Excellent	Home Office St. Johns County
2008	Volvo	SD45D	Vibratory Roller #7509		Excellent	Home Office St. Johns County
	CAT	12H	Motorgrader #2557		Very Good	Home Office St. Johns County
2018	Chevrolet		Pick-Up #7749		Very Good	Home Office St. Johns County
2014	Dodge	2500	Pick-Up #9896		Very Good	Home Office St. Johns County
2016	Jeep	Wrangler	#4430		Very Good	Home Office St. Johns County
2016	Dodge	HEMI	Pick-Up #4040		Very Good	Home Office St. Johns County
2016	Dodge	Ram	Pickup Truck #3229		Good	Home Office St. Johns County
2015	Dodge	Ram	Pickup Truck #2117		Good	Home Office St. Johns County
2012	Toyota	Tacoma	Pickup Truck #9477		Excellent	Home Office St. Johns County
2017	Ford	F150	Pickup Truck #0222		Good	Home Office St. Johns County
2013	Chevrolet	Crew Cab	Pickup Truck #1244		Very Good	Home Office St. Johns County
2015	Dodge	Ext. Cab	Pick-Up #7714		Excellent	Home Office St. Johns County
2008	Chevrolet		Pick-Up #7745		Excellent	Home Office St. Johns County
2014	Dodge	Ram	Pipe Truck #2615		Excellent	Home Office St. Johns County
2014	Dodge	Ram	Pipe Truck #2616		Excellent	Home Office St. Johns County
2019	Dodge	Ram	Pipe Truck #4534		Excellent	Home Office St. Johns County
2020	Dodge	Ram	Pipe Truck #9925		Excellent	Home Office St. Johns County
2015	Dodge	Ram	Pick-Up Truck #7596		Excellent	Home Office St. Johns County
2014	Dodge	Ram	Crew Cab Truck #3356		Excellent	Home Office St. Johns County
2013	Dodge	Ram	Pipe Truck #5424		Excellent	Home Office St. Johns County
2017	Dodge	Ram	Pick-Up #3667		Excellent	Home Office St. Johns County
2007	GMC		Pick-Up #8297		Excellent	Home Office St. Johns County
2014	Dodge	Ram	Pick-Up #0050		Excellent	Home Office St. Johns County

2019	Dodge	Ram	Pick-Up #1502		Excellent	Home Office St. Johns County
2017	Ford	F-350	Pick-Up Truck #1940		Excellent	Home Office St. Johns County
2012	International	4400	Water Truck #8130		Very Good	Home Office St. Johns County
2016	CAT	CT660	Tandem Dump Truck #1871		Excellent	Home Office St. Johns County
2016	CAT	CT660	Tandem Dump Truck #1876		Excellent	Home Office St. Johns County
			IR Roller # 2425			Home Office St. Johns County
			Reel Mower #0475			Home Office St. Johns County
			Curtain Burner #5437			Home Office St. Johns County
2020			Roll Off Truck w Container #9509			Home Office St. Johns County
	John Deere	544k	Loader #8148			Home Office St. Johns County
	John Deere	544k	Loader #8152			Home Office St. Johns County
	Challenger		Broom #3010			Home Office St. Johns County
	Rosco	4890	Broom #2167			Home Office St. Johns County
	Rosco	4860	Broom #8813			Home Office St. Johns County
	Dynapac	CA2500	Roller #5065			Home Office St. Johns County
	Dynapac	CP142 9	Wheel Roller #2056			Home Office St. Johns County
	Dynapac	CS141	Roller #0146			Home Office St. Johns County
	CAT	330	Excavator #0149			Home Office St. Johns County
	Volvo	L70H	Loader #2582			Home Office St. Johns County
	John Deere	300GLC	Excavator #0371			Home Office St. Johns County
	John Deere	550K	Dozer #6833			Home Office St. Johns County
	CAT	330	Excavator #0239			Home Office St. Johns County
	John Deere	5525	Tractor #1542			Home Office St. Johns County
	Massey Ferguson	471	Tractor #6001			Home Office St. Johns County
		2620	Haybuster #7720			Home Office St. Johns County
	CAT	613C	Tractor Scraper #2119			Home Office St. Johns County
	CAT	289D	Skid Steer CTL #0762			Home Office St. Johns County
	John Deere	544k	Loader #4181			Home Office St. Johns County
	John Deere	544k	Loader #4157			Home Office St. Johns County
	Sakai	R2H-4	Roller #0200			Home Office St. Johns County
	CAT	938	Loader #4292			Home Office St. Johns County
	CAT	308	Excavator #7047			Home Office St. Johns County
	CAT	336	Hydraulic Excavator #1255			Home Office St. Johns County
	CAT	M5315	Wheeled Excavator #1000			Home Office St. Johns County
	CAT	305 E2	Mini Hydraulic Excavator #5737			Home Office St. Johns County
	CAT	CS44	Vibratory Compactor #0702			Home Office St. Johns County
	CAT	613C	Pan Tractor Scraper #2628			Home Office St. Johns County
			Harrow Attachment #-----			Home Office St. Johns County
	CAT	D5	Dozer #2476			Home Office St. Johns County
	CAT	D5	Dozer #1420			Home Office St. Johns County
2021	FORD	F350	Super Duty #6682			Home Office St. Johns County

PROVIDE A LIST OF ALL SUBCONTRACTORS / SUPPLIERS THAT WILL BE HIRED BY PROPOSER FOR THE PROJECT

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided
Dural Asphalt	Justin Joiner : 904-296-2020 jjoiner@duralasphalt.com	Subcontractor for asphalt work	\$ 789,748.37
Curb Systems of N.E. Florida	Jennifer Teagle : 904-829-3455 Estimating@curbsystemsofnefl.com	subcontractor for concrete work	\$438,984.19

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name Beschard Smith Civil Group Inc. Date 11-22-24

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	" See attached contracts on Hand "						
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

BESCH AND SMITH CIVIL GROUP, INC.
CONTRACTS ON HAND

AS OF:

9/30/24

PROJECT NAME	DESCRIPTION OF WORK	TOTAL CONTRACT AMOUNT	AMOUNT SELF PERFORMED	AMOUNT SUBCONTRACTED TO OTHERS	BALANCE TO FINISH	START DATE	ANTICIPATED COMPLETION DATE
<u>Ribault High School</u> Owner: Duval County Public Schools Prime Contractor: Glibane Location: Duval County, FL	Demolition, earthwork, asphalt paving, concrete, striping, and signage, drainage, sewer, watermain, and firemain	\$7,182,778.06	\$5,461,929.79	\$599,824.86	\$1,440,608.37	Dec-24	Jul-25
<u>SouthSide Estates Elementary School</u> Owner: Duval County Public Schools Prime Contractor: Haskell Location: Duval County, FL	Demolition, Earthwork, storm drain, base, paving, concrete, striping, signage, grassing.	\$3,643,896.00	\$3,054,411.34	\$589,484.66	\$390,160.99	Apr-23	Mar-25
<u>West Street Drainage</u> Owner: City of Green Cove Springs Prime Contractor: Besch and Smith Civil Group Inc. Location: Clay County, FL	Demolition, Earthwork, Concrete Driveways, Curbing, Storm Drainage Gravity Sewer, Minor Watermain Adjustments	\$4,701,820.88	\$4,349,606.43	\$352,214.45	\$1,083,817.96	Apr-24	Jan-25
<u>Walter Odum Park</u> Owner: Clay County BOCC Prime Contractor: Besch and Smith Civil Group Inc. Location: Clay County, FL	Demolition, Earthwork, Sidewalks, Storm Drainage, Landscape, Irrigation, Grassing, & Rock Driveway Entrance	\$1,353,910.65	\$1,115,924.55	\$237,986.10	\$575,665.70	Jun-24	Sep-24
<u>County Road 220</u> Owner: Clay County BOCC Prime Contractor: Besch and Smith Civil Group Inc. Location: Clay County, FL	Demolition, Earthwork, Sidewalk, Curbs, Base Paving, Striping, Signage, Grassing, & Signalization	\$3,376,424.55	\$1,810,885.65	\$1,565,538.90	\$3,376,424.55	Dec-24	Dec-24
<u>Crescent City PK-6</u> Owner: Putnam County Schools Prime Contractor: Besch and Smith Civil Group Inc. Location: Putnam, FL	Demolition, Earthwork, Sidewalk, Curbs, Base Paving, Striping, Signage, Grassing, & Signalization	\$8,821,347.00	\$7,010,461.35	\$2,430,000.00	\$8,252,714.31	Sep-24	Sep-25
TOTALS		\$29,080,177.14	\$22,803,219.11	\$5,776,048.97	\$16,119,391.88		

PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS

Company Name Beschard Smith Civil Group Inc. Date 11-22-24
 List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³
See attached 3 year project History						

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

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	FINAL CONTRACT AMOUNT
2022-02	Old Moutrie Roadway	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	St.Johns County Purchasing Division 500 San Sabastian View St. Augustine, FL 32084 Diana M. Fye dfye@sjcfl.us Phone (904)209-0162	Jones Edmunds & Associates, Inc. 730 NE Waldo Road Gainesville, FL 32641 Bruce E. Myhre Bmyhre@jonesedmunds.com Phone (352)377-5821	Apr-22	Yes	No	No	Earthwork, storm drain, base, paving, concrete, striping, signage, grassing	\$2,598,915.00	\$2,598,915.00
	St. Augustine, FL	Office: (904) 260-6393 Fax:(904) 338-0226			Feb-22						
2021-04	Trailmark 2	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Six Mile Creek Community Development District 475 West Town Place, Suite 114 St.Augustine, FL 32092 Jim Oliver joliver@gmsnf.com Phone (904)940-5850	England, Thims & Miller, Inc. 14775 Old St.Augustine Road Jacksonville, FL 32258 Zach Brecht BrechtZ@etminc.com Phone (904)568-7489	Apr-22	Yes	No	No	Demolition, clearing and grubbing, earthwork, storm drain, water main, gravity sewer, base, paving, concrete, striping, signage, grassing.	\$8,477,566.20	\$9,824,788.94
	St. Augustine, FL	Office: (904) 260-6393 Fax:(904) 338-0226			Mar-23						
2022-04	Trailmark 10	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Six Mile Creek Community Development District 475 West Town Place, Suite 114 St.Augustine, FL 32092 Jim Oliver joliver@gmsnf.com Phone (904)940-5850	England, Thims & Miller, Inc. 14775 Old St.Augustine Road Jacksonville, FL 32258 Zach Brecht BrechtZ@etminc.com Phone (904)568-7489	Jan-22	Yes	No	No	Demolition, clearing and grubbing, earthwork, storm drain, water main, gravity sewer, base, paving, concrete, striping, signage, grassing.	\$4,615,657.94	\$4,615,657.94
	St. Augustine, FL	Office: (904) 260-6393 Fax:(904) 338-0226			Feb-23						
2022-03	Go-Store It	DC Construction Associates, Inc. 546 NW 77th Street Boca Raton, FL 33487-1324	GSI Jacksonville Gate parkway Owner LLC 6805 Morrison Blvd suite 250 Charlotte, NC 28211	England, Thims & Miller, Inc. 14775 Old St.Augustine Road Jacksonville, FL 32258 Zach Brecht BrechtZ@etminc.com Phone (904)568-7489	Apr-22	Yes	No	No	Demolition, earthwork, asphalt paving, concrete, striping and signage, drainage, sewer, sitework, distribution	\$443,180.00	\$507,226.00
	Jacksonville, FL	Office: (561)988-8505 Fax:(561)988-8506			Feb-23						
2020-13	Marineland Acres	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Flagler County BOCC 1769 E. Moody Blvd, Building 2 Bunnell, FL 32110	England, Thims & Miller, Inc. 14775 Old St.Augustine Road Jacksonville, FL 32258 Zach Brecht BrechtZ@etminc.com Phone (904)568-7489	Jan-21	Yes	No	No	Demolition, clearing and grubbing, earthwork, base, paving, concrete and sidewalk, striping and signage, and grassing	\$7,820,224.00	\$9,918,330.18
	Flagler County	Office: (904) 260-6393 Fax:(904) 338-0226	Purchasing@flaglercounty.org (386)313-4010		Jun-23						

2022-05	Rutledge	Ajax 4355 Roanoke Blvd Jacksonville, FL 32208	School Board of Duval County, FL 1701 Prudential Drive Jacksonville, FL 32207	Waitz & Moye 3738 Southside Blvd, Suite 101 Jacksonville, FL 32216	May-22	Yes	No	No	Demolition, clearing and grubbing, earthwork, storm drain, water main, gravity sewer, fire main, base and paving, concrete and sidewalk, striping, signage, grassing	\$2,070,051.00	\$2,248,737.66
	Jacksonville, FL	Mark Kraft@ ajaxbuilding.com Office: (904) 260-6715 (904)237-2561	Phone (904)390-2000	John Moye jmoye@wmice.com Phone (904)641-8311	Apr-23						
2021-04	Ideal Aluminum	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Panther Ideal Holdings, LLC 3200 Parker Drive St. Johns County, FL 32084 Douglas Brody	Gulfstream Design Group LLC 906 Anastasia Blvd, Suite A St. Augustine, FL 32084	May-21	Yes	No	No	Earthwork, storm drain, fire main, landscape, base and paving, concrete, striping and signage, grassing	\$1,933,246.57	\$1,947,897.60
	St. Augustine, FL	Office: (904) 260-6393 Fax: (904) 338-0226	Phone (904)417-6400	Matt Lahti Matt@gulfstreamdesign.com Phone (904)794-4231	Dec-22						
2022-06	King Street & Holmes	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	St. Johns County Purchasing Division 500 San Sabastian View St. Augustine, FL 32084 Diana M. Fye dfye@sicfl.us Phone (904)209-0162	Jones Edmunds & Associates, Inc. 730 NE Waldo Road Gainesville, FL 32641 Bruce E. Myhre Bmyhre@jonesedmunds.com Phone (352)377-5821	Nov-22	Yes	No	No	Earthwork, storm drain, base, paving, concrete, striping, signage, grassing	\$3,846,100.00	\$3,846,100.00
	St. Augustine, FL	Office: (904) 260-6393 Fax: (904) 338-0226			Aug-23						

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2022-01	Cumberland Ditch Mulching	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Cumberland Park Association 170 Cumberland Park St. Augustine, FL 32095 Neil Rose nrose@aol.com	"Not Applicable" Maintenance Project Only "No Plans Provided"	Feb-22	Yes	No	No	Ditch Mulching	\$10,817.15	\$0.00	\$10,817.15	\$3,059.44	72%
	St. Augustine, FL	Office: (904) 260-6393 Fax:(904) 338-0226	Feb-22											
2020-14	Atlantis Drive	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Clay County BOCC PO Box 1366 Green Cove Springs, FL 32043 Stephen Koterias Stephen . Koterias@claycountygov.com	Eisman & Russo 6455 Poers Ave. Jacksonville, FL 32217 Robert Kight rkight@esimanrusso.com Phone 904-234-0534	Feb-22	Yes	No	No	Clearing & Grubbing, Lift Station, Gravity Sewer, Watermain, Foremain, Grassing, Base, Paving, Striping, Signage, Sidewalks, Curb and Gutter, and Electrical	\$3,482,045.65	\$4,949.00	\$3,379,719.50	\$89,535.00	97%
	Clay County, FL	Office: (904) 260-6393 Fax:(904) 338-0226	Jun-22											
2020-16	Dirt To Pave	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Putnam County BOCC PO Box 310 East Palatka, FL 32131 Michael Rodriguez Mike.rodriguez@putnam-fl.com Phone (386) 329-0346	Putnam County Public Works Eng. Dept 223 Putnam County Blvd. East Palatka, FL 32131 Felipe Rivera felipe.rivera@putnamfl.com Phone (386) 329-0393	Feb-21	YES	NO	No	Clearing & Grubbing , Base, Paving, Stiping, Signage. &Grassing	\$2,301,398.15	\$0.00	\$2,313,581.00	\$2,007,121.62	13%
	Putnam County, FL	Office: (904) 260-6393 Fax:(904) 338-0226	Mar-22											

PROJECT HISTORY OF BESCH AND SMITH CIVIL GROUP, INC.

2021 COMPLETED PROJECTS

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2020-15	St. Johns River State College Pavement Project	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	St. Johns River State College 5001 St. Johns Avenue Palatka, FL. 32177	Donald Ellington, P.E. SJRSC Engineer 8973 SW 15th Avenue Gainesville, FL. 32607 (352) 538-5554	Feb-21	Yes	No	No	Removal and Replacement of curb, sidewalk, and asphalt.	\$52,367.00	\$0.00	\$52,367.00	\$3,059.44	94%
	Orange Park, FL.	Office: (904) 260-6393 Fax: (904) 338-0226	Mike Canaday Mikecanaday@sjrstate.edu	Donnie Ellington@sjrstate.edu	Feb-21									
2021-02	Dunkin at The Fountains	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Fountains Donuts, LLC. 159 Yellow Bill Lane Ponte Vedra Beach, FL 32082	Taylor and White 9556 Historic Kings Road Jacksonville, FL. 32257	Aug-21	Yes	No	No	Earthwork, water main, gravity sewer, storm drainage, base, paving, striping, signange, and grassing.	\$359,196.00	\$4,949.00	\$364,145.00	\$89,535.00	75%
	St. Augustine, FL.	Office: (904) 260-6393 Fax: (904) 338-0226	John Griffey (860) 539-9903 john@saintjohnsdd.com	Barry Rohrer (904) 346-0671 Barry.Rohrer@tayloran	Oct-21									
2020-08	Shearwater Phase 3A Civil Site Construction	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Trout Creek Community Development District/Ashford Mills Owner VII, LLC. 2806 N. Fifth Street Unit 403 St. Augustine, FL 32084	Prosser, Inc. 13901 Sutton Park Drive S., Suite 200 Jacksonville, FL 32224	Aug-20	YES	NO	NO	Demolition, clearing and grubbing, earthwork, storm drain, water main, gravity sewer, base and paving, curb, striping and signage, and grassing.	\$7,235,904.19	\$0.00	\$7,235,904.19	\$2,007,121.62	72%
	St. Augustine, FL	Office: (904) 260-6393 Fax: (904) 338-0226	David Roane (904) 436-6270 cdr@freeholdcommunities.com	Greg Will (904) 739-3655 gwill@prosserinc.com	Dec-21									
2020-04	Treaty Oaks PH 2 Units 4 & 5	WG Pitts Group, Inc. 9250 Baymeadows Rd., Suite 350 Jacksonville, FL 32256	Double Eagle Development, LLC. 9250 Baymeadows Rd., Suite 350 Jacksonville, FL 32256	Kimley-Horn & Associates, Inc. 12740 Gran Bay Parkway W, Suite 2350 Jacksonville, FL 32258	Feb-20	YES	NO	NO	Demolition, clearing and grubbing, base and paving, curb, gravity sewer, storm drain, striping and signage, and grassing.	\$1,227,343.00	\$80,957.00	\$1,308,300.00	\$140,280.66	89%
	St. Augustine, FL	Office: (904) 260-3499	Todd White (772) 219-6933 twhite.independentconstruction@gmail.com	Chris Reuther 904 828 3927 Chris.Reuther@kimley-horn.com	Oct-20									
2020-12	CWSC Parking Improvements PH 2	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	JEA 21 W. Church Street Jacksonville, FL 32202	John R. Barnard & Associates, Inc. 4453 Shirley Avenue Jacksonville, FL 32210	Jul-20	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, potable water, base and paving, curb and sidewalk, striping and signage, electric, and grassing.	\$542,407.98	\$13,759.87	\$556,167.85	\$269,628.96	52%
	Jacksonville, FL	Office: (904) 260-6393 Fax: (904) 338-0226	William Breadon (904) 665-4285 breawa@jea.com		Dec-20									

2020-11	Wildwood Drive at US-1 (SR-5) Intersection Improvements	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	SJC Purchasing Department 500 San Sebastian View St. Augustine, FL 32084	Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Derek M. Gil, P.E. (813) 386-2101	Aug-20	YES	NO	NO	Earthwork, storm drain, utilities, base, paving, concrete, striping and signage, electrical.	\$1,152,723.70	-\$7,845.62	\$1,144,878.08	\$765,545.06	33%
	St. Augustine, FL	Office: (904) 260-6393 Fax: (904) 338-0226	Office: (904) 209-0805 publicrecords@sjcfl.us		Feb. 2021									

For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:

Name: Duval Asphalt Products, Inc.

Title: _____

Contact: Jason Webb

Contact Phone/E-Mail: (904) 296-2020

Office Location: 7544 Philips Highway Jacksonville, FL 32256

Shipment Location (for Suppliers): _____

Years in Business: 29 years

Proposed Role for the Project: Asphalt Paving

Is the Subcontractor Supplier registered with the State of Florida, Division of Corporations and authorized to do business in St. Johns County and the State of Florida? Yes ☒ No: ☐

If no, explain: _____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?

Yes: ☒ No: ☐

Please list licenses: 59-2397581

For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:

Name: Curb system of N.E FL

Title: _____

Contact: Jennifer Teagle

Contact Phone/E-Mail: (904) 829-3455 / estimating@curbsystemsnefl.com

Office Location: 101 Canova Court St. Augustine, FL 32086

Shipment Location (for Suppliers): _____

Years in Business: 17 years

Proposed Role for the Project: Concrete sidewalk, Curb & Gutter

Is the Subcontractor Supplier registered with the State of Florida, Division of Corporations and authorized to do business in St. Johns County and the State of Florida? Yes ☒ No: ☐

If no, explain: _____

Does the Subcontractor/Supplier have all applicable business licenses in good standing?

Yes: ☒ No: ☐

Please list licenses: 26-1628947

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS

_____, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

Not

(Proposer must also sign here)

Sworn to before this applicable day of _____, 2024.

Notary Public / Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

not

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 2024.

applicable

Notary Public / Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

STATE OF FL)
COUNTY OF St. Johns) SS

Nicole Besch
(title) President
of the Besch and Smith Civil Group Inc.

, (a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

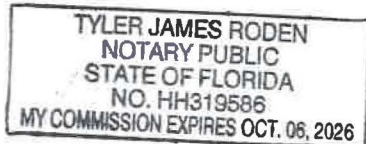
Nicole Besch
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 22nd day of November, 2024.

Tyler James Roden / Oct. 06, 2026
Notary Public / Expiration Date:

(SEAL)



PINEWALK GREENBRIAR ROAD WIDENING

PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY

1. *Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged, but not required. If Proposer believes any of the submitted financial statements and balance sheet is exempt or confidential and exempt under Florida law, Contractor shall indicate this on each page submitted.*

2. *Complete the following chart for each of the past three years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2023	22,066,999	8	\$9,918,330.18
2022	17,324,243	3	\$3,379,719.50
2021	15,882,783	6	\$7,235,904.19

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No (X) If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

4. Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:

5. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

6. **What is the Proposer's proposed insurance for the Project?** Refer to the form of contract for minimum amounts.

Workers' Compensation

- a. State Worker's Compensation – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$ N/A
- c. Employer's Liability – \$ Statutory

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$ 2,000,000

- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ 4,000,000
- c. Products-Completed Operations – \$ 4,000,000 Aggregate
- d. Personal and Advertising Injury – \$2,000,000 Occurrence
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

\$1,000,000 Combined Single Limit

- a. Bodily Injury:
 - Each Person \$ _____
 - Each Accident \$ _____
- b. Property Damage:
 - Each Occurrence \$ _____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ 1MIL/2MIL

Protection and Indemnity Insurance \$ N/A

Contractual Liability coverage

- a. General Aggregate \$ 4,000,000
- b. Bodily Injury and Property Damage Combined Each Occurrence \$ 2,000,000

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$5,000,000
- b. Each Occurrence \$ 5,000,000

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?

(List items on separate page) YES / NO

Other \$ _____

Other \$ _____

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

7. **What are the Proposer's current bonding limits?**

Name of Proposer's Bonding Company Merchants Bonding Company

Address PO Box 14498 Des Moines Iowa 50306-3498

Approved Bonding Capacities:

Aggregate Limit	\$ <u>30,000,000.00</u>
Single Project Limit	\$ <u>15,000,000.00</u>
Total Current Contracts Bonded	\$ <u> </u>

Name of Proposer's Bonding Agency Cecil W Powell & Company

Address 219 N. Newman Street Jacksonville, FL 32202

Contact Name Bob Theus Telephone: 904-353-3181

SECTION II
PROPOSAL FORM

**PROPOSAL
(Official Bid Form)**

FOR

PINEWALK GREENBRIAR ROAD WIDENING

FOR

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

Greenbriar CDD

C/O REGIONAL DEVELOPMENT, LLC.
50 Silver Forest Dr. / Suite 203
St. Augustine, FL 32092

on or before "Date Novemembr 22nd , 2024 @ Time 3:00 P.M.
PUBLIC OPENING

TO: GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

FROM: BESCH AND SMITH CIVIL GROUP INC
(Contractor)

In accordance with the Request for Proposal inviting proposals for PineWalk Greenbriar Road Widening, the undersigned proposes to perform all work necessary to install a complete roadway infrastructure and construct the improvements including but not limited to mobilization, erosion control, maintenance and restoration of staging and access areas, protection and restoration of property, paving, drainage and utilities, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA Water and Sewer and St Johns County requirements, JEA Electric Standards and Specifications, and as well as the St. Johns County, JEA, St. Johns River Water Management District, DEP and NPDES permits. Substantial Completion and Final Completion shall be clearly shown on the Proposer's Schedule.

All proposals shall be for complete work in accordance with the construction plans. (No partial proposals accepted.)

TO: GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

From: BESCH AND SMITH CIVIL GROUP INC

In response to your Request for Proposal, the undersigned hereby submits our Proposal for the **PineWalk Greenbriar Road Widening** project. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Project Manual, including all Addenda. All of the documents included in the Project Manual and Addenda thereto, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to perform the work stipulated for the unit and/or lump sum prices given by the Summary of Costs and schedule of values that is part hereof.

The undersigned has carefully checked the Summary of Costs and schedule of values against the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents and all Addenda before proposing this Proposal and accepts them as correctly listing the complete work to be done in accordance with the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents.

The undersigned Proposer examined the entire Project Manual, including but not limited to the Request for Proposal, plans and specifications, General and Special Conditions, and other contract documents and all addenda and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the work to be performed for the Project. Further, the Proposer has examined the work site and is fully informed as to conditions at this site. The Proposer understands that all work provided for in the Project Manual, including but not limited to all contract-related documents, as may be amended, shall be warranted to the benefit of the St. Johns County Utility Authority and St. Johns County accordingly. All other work shall be warranted in accordance with the Contract Documents.

The undersigned Proposer certifies that no officer or agent of **Greenbriar Community Development District** is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Project Manual and agrees that in case of any discrepancy or differences between any condition of his or her Proposal and those of the Project Manual, the provisions of the latter shall prevail.

The undersigned Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and hold harmless **Greenbriar Community Development District** and England-Thims and Miller, Inc. against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.

The undersigned acknowledges, by execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded a contract on the basis of this Proposal, or a portion thereof, to enter into and execute the standard form of agreement in substantially the form included in the Project Manual. Further the Contractor warrants the pricing provided in the Proposal shall remain valid and binding for the term of the agreement and not subject to escalation, including for gasoline, labor or material price increases.

Proposer understands that inclusion of false, deceptive, or fraudulent statements on the Proposal constitutes fraud; such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for **Greenbriar Community Development District**.

BESCH AND SMITH CIVIL GROUP INC By: Nicole Besch
Name of Organization

This 22nd day of November, 2024

By: Nicole Besch / President
Name and Title of Person Signing
(Apply Corporate Seal if filing as a Corporation)

Plans
June 2024

ETM Engineering Plans
GREENBRIAR ROAD - BTI

<u>DRAWING NO.</u>	<u>SHEET DESCRIPTION</u>
1	KEY SHEET
2	SIGNATURE SHEET
3-6	DRAINAGE MAPS
7-8	TYPICAL SECTIONS
9	PROJECT LAYOUT
10	GENERAL NOTES
11-16	ROADWAY PLANS
17-22	ROADWAY PROFILE
23-28	BACK OF SIDEWALK PROFILE
29	SUMMARY OF DRAINAGE STRUCTURES
30	CONSTRUCTION DETAILS
31-56	CROSS SECTIONS
57	POND DESIGN
58	ROADWAY SOIL SURVEY
59	CONTROL STRUCTURE
60-62	STORMWATER POLLUTION PREVENTION PLAN
63-69	EROSION CONTROL PLAN
70	TRAFFIC CONTROL GENERAL NOTES
71-88	TRAFFIC CONTROL PLAN
89-94	UTILITY ADJUSTMENT PLAN
95-99	JEA STANDARD WATER MAIN DETAILS
100-105	SIGNING & PAVEMENT MARKING PLAN
LC-00 – LC-10	LANDSCAPE PLAN

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
GREENBRIAR ROAD WIDENING
BID SUMMARY**

BASE BID

PART 1. ROADWAY AND DRAINAGE

<u>Item No. and Description</u>	<u>TOTAL</u>
A. ROADWAY	
A.1 MOBILIZATION	\$ 469,134.29
A.2 TEMPORARY CONSTRUCTION OFFICES	\$ 0.00
A.3 MAINTENANCE OF TRAFFIC	\$ 113,692.19
A.4 CLEARING AND GRUBBING	\$ 297,946.13
A.5 EARTHWORK	\$ 1,593,100.52
A.6 ROADWAY CONSTRUCTION	\$ 2,336,162.07
A.7 JEA WATER MAIN	\$ 87,854.03
A.8 ROADWAY SIGNING	\$ 22,619.70
A.9 ROADWAY MARKING	\$ 85,176.65
A.10 DRY UTILITY COORDINATION	\$ 24,395.21
A.11 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	\$ 80,615.46

SUBTOTAL ROADWAY (ITEMS A.1 – A.11)	\$ 5,110,696.25
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B. DRAINAGE

B.1 STORM DRAINAGE COLLECTION AND CONVEYANCE	\$ 2,449,583.85
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SUBTOTAL DRAINAGE (ITEMS B.1)	\$ 2,449,583.85
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TOTAL PART ONE (ITEMS A-B)	\$ 7,560,280.10
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PART TWO – LANDSCAPE AND IRRIGATION

A. LANDSCAPING	\$ 175,035.62
B. TEMPORARY IRRIGATION SYSTEM	\$ 60,988.03
C. GRASSING	\$ 148,755.95
D. IRRIGATION SLEEVES AND ELECTRICAL/TELEPHONE/ CATV CONDUIT (CONTINGENCY)	\$ 50,685.00

TOTAL PART TWO (ITEMS A-D)	\$ 435,464.60
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PART THREE - MISCELLANEOUS

A. STORM WATER POLLUTION PREVENTION PLAN	\$ 22,931.95
B. TESTING ALLOWANCE	\$ 100,000.00
C. BONDING	\$ 183,727.21
D. AS-BUILTS	\$ 82,932.99

TOTAL PART THREE (ITEMS A-D)	\$ 389,592.15
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GRAND TOTAL LUMP SUM BASE BID (PARTS 1-3)	\$ 8,385,336.85
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BID ALTERNATES

Bid Alternate Number 1 – JEA Reuse Main Construction	\$ 2,034,531.16
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PART 1. ROADWAY AND DRAINAGE

A. ROADWAY

A.1 MOBILIZATION

Includes all preparatory work and operations in mobilizing for beginning work (exclusive of JEA) on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices (Contractor's), buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials. All pre-construction and construction survey costs are included in the mobilization.

TOTAL LUMP SUM PRICE ITEM A.1:

\$ 469,134.29 (Numerals)

Four Hundred Sixty-Nine Thousand One Hundred Thirty-Four Dollars and Twenty-Nine Cents (Written)

A.2 TEMPORARY CONSTRUCTION OFFICES

Includes all costs associated with constructing a field office, should the contractor elect to construct/secure a temporary office for the duration of the project

TOTAL LUMP SUM PRICE ITEM A.2:

\$ 0.00 (Numerals)

NO BID PER RFQ (Written)

A.3 MAINTENANCE OF TRAFFIC

Includes all costs associated with implementing the Maintenance of Traffic Plan as depicted on the plans and in accordance with the FDOT Standard Plans 102-600 series, including but not limited to:

FLAGGERS
WORK ZONE SIGNS
BARRICADE (TEMPORARY) (TYPES I,II,VP & DRUM)
BARRICADE (TEMPORARY) (TYPE III) (6')
PANELS ARROW ADVANCE WARNING
TEMPORARY LIGHTING
TEMPORARY PIPE
TEMPORARY PAVEMENT
MARKER PAVT REFLECTIVE (TEMPORARY)
PAVT MARKING TEMPORARY PAINT
PAVT MARKING REMOVABLE
PAVT MARKING REMOVABLE (RPM)
ACCESS FOR RESIDENCES AND BUSINESSES
COORDINATION WITH EMERGENCY SERVICE PROVIDERS
FENCE AND GATE MAINTENANCE

TOTAL LUMP SUM PRICE ITEM A.3:

\$ 113,692.19 (Numerals)

One Hundred Thirteen Thousand Six Hundred Ninety-Two Dollars and Nineteen Cents (Written)

A.4 CLEARING AND GRUBBING

Includes complete clearing and grubbing and burning and/or removal off-site of all trees, brush, roots, and all other debris in accordance with project specifications, St. Johns County and FDOT Standard Specifications, whichever is more stringent. This clearing and grubbing will be done within the roadways rights-of-way, permanent easements, temporary construction easements, construction staging area, and all other areas as necessary to complete the construction of this project. This item of work includes but is not limited to:

CLEARING & GRUBBING

TOTAL LUMP SUM PRICE ITEM A.4:

\$ 297,946.13 (Numerals)

Two Hundred Ninety-Seven Thousand Nine Hundred Forty-Six Dollars and Thirteen Cents (Written)

A.5 EARTHWORK

A.5(a) Includes all dewatering, excavation, fill, compaction, and any additional work necessary to construct the project including but not limited to: roadways, offsite ditches, and adjacent easements. Includes removal of all unsuitable material encountered, naturally occurring or otherwise, as required for roadway and utility construction. Also includes replacement of removed unsuitable material shown in the plans with suitable fill in accordance with project specifications. Also includes all fine grading and dress-up work necessary to complete the roadway project.

Erosion control measures, clearing, grading, excavation, and sodding of Greenbriar Road Pond will be performed by Phase I Collector Road contractor that will be contracted by the CDD. The CDD intends to sell excavated material from the pond to the roadway contractor for this project. Coordination will be required between the CDD Engineer, and the Phase I Collector Road contractor.

This item of work includes but is not limited to:

EXCAVATION REGULAR
EXCAVATION SUBSOIL
STRIPPINGS

HAUL ROUTE MAINTENANCE
EMBANKMENT
TOPSOIL (GRASSING OPERATIONS)

SUB TOTAL LUMP SUM PRICE ITEM A.5(a):

\$ 1,122,850.52 (Numerals)

One Million One Hundred Twenty-Two Thousand Eight Hundred Fifty Dollars and Fifty-Two Cents (Written)

A.5(b) FLOWABLE FILL (CONTINGENCY)

Flowable Fill is to be excavatable and will be used for roadway and drainage construction as directed by the engineer.

Basis of Bid shall be one thousand (1,000) CY at \$ 305.35 per CY

SUB TOTAL LUMP SUM PRICE ITEM A.5(b):

\$ 305,350.00 (Numerals)

Three hundred Five Thousand Three Hundred Fifty Dollars and Zero Cents (Written)

A.5(c) REMOVE/REPLACE UNSUITABLE MATERIAL (CONTINGENCY)

Includes removal of all unsuitable material encountered but not shown in the plans, naturally occurring or otherwise, as required for roadway, drainage, and utility construction. Also includes replacement of removed unsuitable material not shown in the plans with suitable fill in accordance with project specifications.

Basis of Bid shall be five thousand (5,000) CY at \$ 32.98 per CY

SUB TOTAL LUMP SUM PRICE ITEM A.5(c):

\$ 164,900.00 (Numerals)

One Hundred Sixty-Four Thousand Nine Hundred Dollars and Zero Cents (Written)

TOTAL LUMP SUM PRICE ITEM A.5 (A.5(a) + A.5(b) + A.5(c)):

\$ 1,593,100.52 (Numerals)

One Million Five Hundred Ninety-Three Thousand One Hundred Dollars and Fifty-Two Cents (Written)

A.6 ROADWAY CONSTRUCTION

Includes all material, labor and equipment to construct roadways as shown on the plans and in accordance with project specifications. This item of work includes but is not limited to:

STABILIZATION TYPE B	CONCRETE PAVERS
OPTIONAL BASE COURSE	18" CURB AND GUTTER
SUPERPAVE ASPHALT CONCRETE	TYPE D CURB
ASPHALT CONCRETE FRICTION COURSE	TYPE E CURB AND GUTTER
BEDDING SAND	TYPE F CURB AND GUTTER
CONCRETE SIDEWALK	TYPE RA CURB AND GUTTER
CONCRETE PAVERS	TEMPORARY PAVEMENT
CLASS NS CONCRETE	TYPE A FENCE
CONCRETE APRON	FENCE GATES

TOTAL LUMP SUM PRICE ITEM A.6:
\$ 2,336,162.07 (Numerals)

Two Million Three Hundred Thirty Six Thousand One Hundred Sixty-Two Dollars and Seven Cents (Written)

A.7 JEA WATER SYSTEM

Includes the construction of the water transmission system including all pipe, valves, services, fittings, bore and jacks, directional bores, connection to the existing water distribution system, pressure testing, flushing, disinfection, bacteriological testing, flushing hydrants, fire hydrants, locate wires and appurtenances, plugs, and the removal, disposal and replacement of any unsuitable material encountered, and all other work (including dewatering) necessary to complete the installation of the system. Includes the preparation and submittal of all water as-builts as required by JEA, Florida Department of Environmental Protection, and St. Johns County.

TOTAL LUMP SUM PRICE ITEM A.7:
\$ 87,854.03 (Numerals)

Eighty-Seven Thousand Eight Hundred Fifty-Four Dollars and Three Cents (Written)

A.8 ROADWAY SIGNING

Includes all roadway signing complete as shown on the plans and in accordance with Florida Department of Transportation, and St. Johns County Specifications. Item includes but is not limited to:

SIGN PANEL
SINGLE POST SIGN
REMOVE/RELOCATE EXISTING SIGNS
SIGN FOUNDATIONS

TOTAL LUMP SUM PRICE ITEM A.8:
\$ 22,619.70 (Numerals)

Twenty-Two Thousand Six Hundred Nineteen and Seventy Cents (Written)

A.9 ROADWAY MARKING

Includes all roadway pavement marking complete as shown on the plans and in accordance with Florida Department of Transportation and St. Johns County Specifications. Item includes but is not limited to:

OBJECT MARKERS
REFLECTIVE PAVEMENT MARKERS
STRIPING (PAINT)
STRIPING (THERMOPLASTIC)
PAVEMENT MESSAGES AND DIRECTIONAL ARROWS (PAINT)
PAVEMENT MESSAGES AND DIRECTIONAL ARROWS (THERMOPLASTIC)
REFLECTIVE ISLAND NOSE PAINT

TOTAL LUMP SUM PRICE ITEM A.9:

\$ 85,176.65 (Numerals)

Eighty-Five Thousand One Hundred Seventy-Six Dollars and Sixty-Five Cents (Written)

A.10 DRY UTILITY COORDINATION

Includes coordination with with JEA Electric, CATV and fiber optics. Contractor is to be cognizant of the location of utilities in his performance of subsequent construction tasks and will be responsible for the resolution of any conflicts that may arise. Contractor shall include the costs of coordinating his work with the work of the dry utility contractors in order to avoid any stoppage of work and/or delay charges. No additional time for coordination will be granted to satisfy the requirements of this item.

TOTAL LUMP SUM PRICE ITEM A.10:

\$ 24,395.21 (Numerals)

Twenty-Four Thousand Three Hundred Ninety-Five Dollars and Twenty-One Cents (Written)

A.11 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

Includes all measures that are required to comply with the State of Florida water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes but is not limited to the following:

ARTIFICIAL COVERINGS	SAND BAGGING
SLOPE DRAINS (TEMPORARY)	SEDIMENT BASINS
SEDIMENT BASIN CLEANOUTS	ROCK BAGS
SYNTHETIC BALE	TEMP GRASSING
TURBIDITY BARRIER FLOATING	TURBIDITY BARRIER STAKED
SILT FENCE STAKED (TYPE III)	STAKED SILT FENCE (TYPE IV)
SOIL TRACKING PREVENTION DEVICES	PLASTIC EROSION CONTROL MAT
PLAN IMPLEMENTATION, INSPECTION, AND MAINTENANCE	

TOTAL LUMP SUM PRICE ITEM A.11:

\$ 80,615.46 (Numerals)

Eighty Thousand Six Hundred Fifteen Dollars and Forty-Six Cents (Written)

B. DRAINAGE

Includes the complete storm drainage system, including all dewatering, structures, pipes and spillways. Includes removal, replacement and disposal of any unsuitable material encountered in the regular excavation and all other work necessary to complete the installation. Includes backfill and compaction as required by the contract documents and St. Johns County.

Under this County contract for Greenbriar Road Widening, contractors will be responsible for coordinating with the Contractor for the CDD's Phase I Collector Road project for the following work required to complete the roadway project:

- a) Installation of storm drains into and out of the ponds
- b) Installation of control structures
- c) Additionally, unsuitable material may be disposed of below the bottom depths in the ponds, provided a minimum of 24" of suitable material is placed between any unsuitable material and the bottom elevation of the pond.

Item includes but is not limited to:

B.1 STORM COLLECTION AND CONVEYANCE

PIPE	DITCH PAVEMENT
INLETS	UNDERDRAIN STUBS
MANHOLES	RIP RAP
ENDWALLS	MITERED END SECTIONS

TOTAL LUMP SUM PRICE ITEM B.1:

\$ 2,449,583.85 (Numerals)

Two Million Four Hundred Forty-Nine Thousand Five Hundred Eighty-Three Dollars and Eighty-Five Cents (Written)

PART TWO – LANDSCAPE AND IRRIGATION

A. LANDSCAPING

Includes all costs of material, labor and equipment for providing landscaping as shown on the plans and in accordance with project specifications. Item includes but is not limited to:

TREES

ROOT BARRIER

TOTAL LUMP SUM PRICE ITEM A:

\$ 175,035.62 (Numerals)

One Hundred Seventy-Five Thousand Thirty-Five Dollars and Sixty-Two Cents (Written)

B. TEMPORARY IRRIGATION SYSTEM

Bidder shall be responsible for establishing a temporary irrigation system to provide, at a minimum, bubblers for each tree planting. System shall be design/build by the Bidder and shall be utilized for the establishment period for all tree plantings. Include costs for removal of the temporary irrigation system upon completion of establishment period.

TOTAL LUMP SUM PRICE ITEM B:

\$ 60,988.03 (Numerals)

Sixty Thousand Nine Hundred Eighty-Eight Dollars and Three Cents (Written)

C. GRASSING

C.1 Includes all costs of material, labor and equipment for grassing of all disturbed areas within the limits of construction as shown in the plans and including ditches and berms. All grassing shall be in accordance with St. Johns County and the Project Specifications. Item includes but is not limited to:

BAHIA SOD
WATERING
MOWING

BAHIA SEED & MULCH
FERTILIZER

SUB TOTAL LUMP SUM PRICE ITEM C.1:

\$ 140,655.95 (Numerals)

One Hundred Forty Thousand Six Hundred Fifty-Five Dollars and Ninety-Five cents (Written)

C.2 TEMPORARY SEED AND MULCH (BAHIA) (CONTINGENCY)

Basis of Bid shall be for ten thousand (2,000) sy at \$.81 /sy.

SUB TOTAL LUMP SUM PRICE ITEM C.2:

\$ 8,100.00 (Numerals)

Eight Thousand One Hundred Dollars and Zero Cents (Written)

TOTAL LUMP SUM PRICE ITEM C (C.1 + C.2):

\$ 148,755.95 (Numerals)

One Hundred Forty-Eight Thousand Seven Hundred Fifty-Five and Ninety-Five Cents (Written)

D. IRRIGATION SLEEVES AND ELECTRICAL/TELEPHONE/CATV COUNDUIT
(CONTINGENCY)

Includes the provision and installation of all irrigation, electrical, telephone and cable television sleeves. These unit prices will be used once the Sleeving Plan is developed. Payment shall be based on the actual quantity installed.

Sub-Totals (Numerals) SCH 40 PVC:

- | | |
|------------------------------|--------------------------|
| • 2.5" Basis of Bid 500 L.F. | \$ <u>10.89</u> per L.F. |
| • 3" Basis of Bid 500 L.F. | \$ <u>12.50</u> per L.F. |
| • 4" Basis of Bid 500 L.F. | \$ <u>13.36</u> per L.F. |
| • 6" Basis of Bid 500 L.F. | \$ <u>16.72</u> per L.F. |
| • 8" Basis of Bid 500 L.F. | \$ <u>21.26</u> per L.F. |
| • 10" Basis of Bid 500 L.F. | \$ <u>26.64</u> per L.F. |

TOTAL LUMP SUM PRICE ITEM D:

\$ 50,685.00 (Numerals)

Fifty Thousand Six Hundred Eighty-Five Dollars and Zero Cents (Written)

PART THREE - MISCELLANEOUS

A. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

TOTAL LUMP SUM PRICE ITEM A:

\$ 22,931.95 (Numerals)

Twenty-Two Thousand Nine Hundred Thirty-One Dollars and Ninety-Five Cents (Written)

B. TESTING ALLOWANCE

The costs for all materials testing associated with the construction of the roadway is to be included in the Contractor's Contract. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, concrete strength tests, etc. An allowance is provided for this item, but all reimbursements for this item will be made to the Contractor based upon the actual testing company's invoices with no contractor mark-up. Contractor must obtain Owner approval of the testing company and testing rate schedule prior to utilizing on the project.

TOTAL LUMP SUM PRICE ITEM B:

\$ 100,000.00 (Numerals)

One Hundred Thousand dollars (Written)

C. BONDING

C.1 PAYMENT AND PERFORMANCE BOND

Cost of providing payment and performance bond in an amount equal to 115% of the improvements. The bond will be for the benefit of the CDD, St. Johns County and JEA.

SUB TOTAL LUMP SUM PRICE ITEM C.1:

\$ 164,017.65 (Numerals)

One Hundred Sixty-Four Thousand Seventeen Dollars and Sixty-Five Cents (Written)

C.2 WARRANTY BOND

Includes Maintenance Bond to St. Johns County in an amount equal to 15% of the total cost of the Paving and Drainage improvements for a time period of 26 months for improvements.

SUB TOTAL LUMP SUM PRICE ITEM C.2:

\$ 19,709.56 (Numerals)

Nineteen Thousand Seven Hundred Nine and Fifty-Six Cents (Written)

TOTAL LUMP SUM PRICE ITEM D (C.1 + C.2):

\$ 183,727.21 (Numerals)

One Hundred Eighty-Three Thousand Seven Hundred Twenty-Seven Dollars and Twenty-One Cents (Written)

D. AS-BUILTS

D.1 PHASE 1 AS-BUILTS

Cost of providing ALL as-builts (excluding JEA) in accordance with project specifications.

SUB TOTAL LUMP SUM PRICE ITEM D.1:

\$ 82,932.99 (Numerals)

Eighty-Two Thousand Nine Hundred Thirty-Two Dollars and Ninety-Nine Cents (Written)

TOTAL LUMP SUM PRICE ITEM D (D.1):

\$ 82,932.99 (Numerals)

Eighty-Two Thousand Nine Hundred Thirty-Two and Ninety-Nine Cents (Written)

Bid Alternate Number 1

JEA Reuse Main Construction

A1-1 MOBILIZATION FOR JEA REUSE MAIN CONSTRUCTION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

TOTAL LUMP SUM PRICE ITEM A1-1:

\$ 52,958.51 (Numerals)

Fifty-Two Thousand Nine Hundred Fifty-Eight Dollars and Fifty-One Cents (Written)

A1-2 REUSE SYSTEM

Includes the construction of the reuse main transmission system including all pipe, valves, services, fittings, bore and jacks, directional bores, connection to existing reclaimed watermain, flushing, locate wires and appurtenances, plugs, and the removal, disposal and replacement of any unsuitable material encountered, material testing, and all other work (including dewatering) necessary to complete the installation of the system. Includes the preparation and submittal of all reuse main as-builts as required by the JEA, Florida Department of Environmental Protection, and St. Johns County.

TOTAL LUMP SUM PRICE ITEM A1-2:

\$ 1,926,653.84 (Numerals)

One Million Nine Hundred Twenty-Six Thousand Six Hundred Fifty-Three Dollars and Eighty-Four Cents (Written)

A1-3 TESTING ALLOWANCE

The costs for all required density testing of reuse main are to be included in the Contractor's Contract. This includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, concrete strength tests, etc. All reimbursements for this item will be made to the Contractor based upon the actual testing company's invoices with no contractor mark-up. This amount shall not include system testing such as pressure testing bacteriological testing, flushing, etc. Those costs are included in the applicable sections for each Reuse System. Contractor must obtain Owner approval of the testing company and testing rate schedule prior to utilizing on the project

SUB TOTAL LUMP SUM PRICE ITEM A1-3:

\$ 30,000.00 (Numerals)

Thirty thousand dollars (Written)

A1-4 JEA AS-BUILTS

A1-4a AS-BUILTS

Cost of providing as-builts in accordance with JEA and project specifications.

SUB TOTAL LUMP SUM PRICE ITEM A1-4:

\$ 24,918.81 (Numerals)

Twenty-Four Thousand Nine Hundred Eighteen Dollars and Eighty-One Cents (Written)

TOTAL LUMP SUM PRICE BID ALTERNATE 1 (A1-1 + A1-2 + A1-3 + A1-4):

\$ 2,034,531.16 (Numerals)

Two Million Thirty-Four thousand Five Hundred Thirty-One Dollars and Sixteen Cents (Written)

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
PART II. PROPOSAL FORM – (G) SCHEDULE**

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use **START DATE** as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Contract, respectively.

In addition to the definitions in the Contract, Substantial Completion shall include the completion of pavement and a punch list from the St. Johns County and application for Final Payment shall include receipt of JEA Acceptance. Important milestones to be clearly denoted in the schedule include: Substantial Completion and St. Johns County Acceptance Submittal. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is:

Five hundred Forty Seven (in words) 547 (in figures); the achievement of application of Final Payment is: Five Hundred Seventy Seven (in words) 577 (in figures). The Owner reserves the right to waive any informalities, or to reject any and all proposals.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

by NICOLE BESCH PRESIDENT
(print individual's name and title)

for BESCH AND SMITH CIVIL GROUP INC
(print name of entity submitting sworn statement)

whose business address is

345 CUMBERLAND INDUSTRIAL CT
ST. AUGUSTINE, FL 32095

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3168567

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

-
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

X

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

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

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

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

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

Nicole Besch

(signature)

STATE Florida

COUNTY OF St. Johns

The foregoing instrument was signed and acknowledged before me this 22nd day of November, 2024 by:

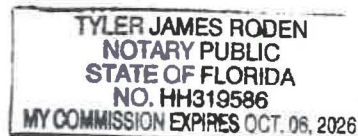
Nicole Besch

who produced Personally Known as identification, and who ~~(did)~~ (did not)
(Type of Identification and Number)
take an oath.

Tyler Roden
Notary Public Signature

Tyler Roden
Printed Name of Notary

HH319586 / Oct. 06, 2026
Notary Commission Number/Expiration



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of Besch and Smith Civil Group Inc. (the "Nongovernmental Entity"), hereby attests under penalty of perjury that, to the best of their knowledge and reasonable belief, the Nongovernmental Entity does not use coercion for labor or services as each is defined in Section 787.06(2)(a), (e) and (h), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Nongovernmental Entity.

Date: November 22, 2024

Signed: Nicole Besch

Entity: Besch and Smith Civil Group Inc.

Name: Nicole Besch

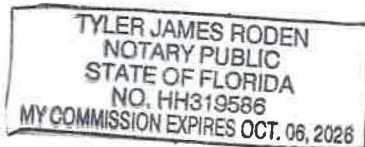
Title: President

STATE OF Florida

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this _day 22nd of November, 2024, by Nicole Besch, as President of Besch and Smith Civil Group Inc. on behalf of said entity, who is ☒ personally known to me or ☐ has produced ___ as evidence of identification.

(SEAL)



Tyler Roden
NOTARY PUBLIC

Printed Name

My commission expires:

**GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT
AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA

COUNTY OF St. Johns

I, Nicole Besch, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a President (officer or principal) in the firm of Beschard Smith Civil Group Inc. and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 22nd day of November, 2024.

Nicole Besch
Signature by authorized representative of Proposer

STATE OF FLORIDA

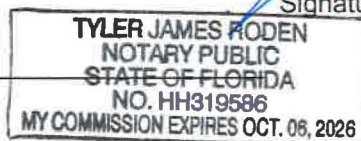
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me this 22nd day of November, 2024, by Nicole Besch, of the Besch and Smith Civil Group Inc. who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.

Tyler Roden
Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)



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

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

1. This sworn statement is submitted to Greenbriar Community Development District (the "District")

by Nicole Besch President
(print individual's name and title)

for Besch and Smith Civil Group Inc.
(print name of entity submitting sworn statement)

whose business address is

345 Cumberland Industrial Ct.
St. Augustine, FL 32095

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Nicole Besch
Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me this 22nd day of November, 2024, by

Nicole Besch, of the Besch and Smith Civil Group, Inc. who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.

My Commission Expires:
(SEAL)



TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Twelve Thousand Five Hundred Dollars \$ 12,500.00
(Written) (Figures)

3. The amount listed above has been included within the Contract Price.

Dated this 22 day of November, 2024.

Contractor: Besch and Smith Civil
By: Nicole Besch GROUP
Title: President INC.

STATE OF FLORIDA FL)
) ss:
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,

this 22nd day of November, 2024, by Nicole Besch as President of
Besch and Smith Civil Group, INC., on behalf of the

_____. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

Notary Seal:

TYLER JAMES RODEN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH319586
MY COMMISSION EXPIRES OCT. 06, 2026

Tyler Roden
Notary Public

Printed Name: Tyler Roden

My Commission Expires: OCT 06 2026

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND PROPOSAL SIGNATURE FORM

This Proposal for construction services has been submitted on this 22nd day of November, 2024 by Besch and Smith Civil Group Inc. [company] whose business address is 345 Cumberland Industrial Ct. St. Augustine FL 32095, telephone number is 904-260-6398, fax number is 904-338-0236 and e-mail address is nicky@beschandsmith.com

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred and twenty (120) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Project Manual.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this Proposal constitutes fraud; and, that **Greenbriar Community Development District** considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for the District.

Furthermore, the undersigned acknowledges receipt of the following documents, the provisions of which have been included in this Request for Proposal.

1. Request for Proposal (1 page) NB (Initial)
2. Instructions to Proposer (6 pages) NB (Initial)
3. Evaluation Criteria (1 page) NB (Initial)
4. Organization Information of Proposer (14 pages) NB (Initial)
5. Sworn Statement on Public Entity Crimes (3 pages) NB (Initial)
6. Non-Collusion Statement (1 page) NB (Initial)
7. Scrutinized Companies Form (1 page) NB (Initial)
8. Trench Safety Act Compliance Statement (1 page) NB (Initial)
9. Acknowledgement of Receipt of Documents (2 pages) NB (Initial)
10. Addenda Acknowledgement (1 page) NB (Initial)
11. Proposal Documents (21 pages) NB (Initial)
12. Standard Form of Agreement Between Owner and Contractor (8 pages) NB (Initial)
13. Form of Performance Bond and Payment Bond (8 pages) NB (Initial)
14. PineWalk Greenbriar Road Widening Plans dated June 2024 prepared by England-Thims & Miller, Inc. and ECS Florida, LLC Geotechnical Reports dated August 7, 2023 (Project No.35-34333) NB (Initial)

PRICING & NON-COLLUSION

1. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.
2. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

AGREEMENTS REGARDING RECORDS AND PROJECT MANUAL

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.
7. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

The undersigned represents that it has reviewed all of the foregoing documents, is acquainted with and

fully understands the extent and character of the work covered by this Project and the specified requirements for the proposed work and submits this Proposal with no unanswered questions. The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District, or their authorized agents, deemed necessary to verify the statements made in this Proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

BeschardSmithCivilGroupInc.
Name of Organization By: Nicole Besch

This 22nd day of November, 2024

By: Nicole Besch / President
Name and Title of Person Signing

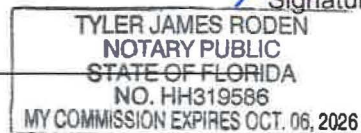
(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of Florida)
County of St. Johns) SS

The foregoing instrument was acknowledged before me this 22nd day of November, 2024,
by Nicole Besch, of the Besch and Smith Civil Group, Inc., who is
personally known to me or who has produced Personally Known as identification and who
did (did not) take an oath.

My Commission Expires:
(SEAL)





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BESCH, NICOLE ELAINE

BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT
SAINT AUGUSTINE FL 32095

LICENSE NUMBER: CUC1224085

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/03/2024

Do not alter this document in any form.

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



State of Florida

Department of State

I certify from the records of this office that BESCH AND SMITH CIVIL GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on September 2, 2011, effective September 2, 2011.

The document number of this corporation is P11000078093.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, 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 Eleventh day of January, 2024*




Secretary of State

Tracking Number: 0505000203CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

November 20, 2024

Greenbriar Community Development District

50 Silver Forrest Dr., Suite 203
St Augustine, FL 32092

RE: Besch and Smith Civil Group Inc.

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Besch and Smith Civil Group Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$15,000,000 single \$30,000,000 aggregate with the provision that we and Merchants Bonding Company reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Besch and Smith Civil Group Inc. is bonded through Merchants Bonding Company. Merchants Bonding Company has an A.M. Best rating of A IX and is licensed to conduct business in the State of Florida.

Besch and Smith Civil Group Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Robert T. Theus
Vice President



BESCH AND SMITH CIVIL GROUP, INC.
CONTRACTS ON HAND

AS OF:

9/30/24

PROJECT NAME	DESCRIPTION OF WORK	TOTAL CONTRACT AMOUNT	AMOUNT SELF PERFORMED	AMOUNT SUBCONTRACTED TO OTHERS	BALANCE TO FINISH	START DATE	ANTICIPATED COMPLETION DATE
<i>Ribault High School</i> Owner: Duval County Public Schools Prime Contractor: Gilbane Location: Duval County, FL	Demolition, earthwork, asphalt paving, concrete, striping, and signage, drainage, sewer, watermain, and firemain	\$7,182,778.06	\$5,461,929.79	\$599,824.86	\$1,440,608.37	Dec-24	Jul-25
<i>SouthSide Estates Elementary School</i> Owner: Duval County Public Schools Prime Contractor: Haskell Location: Duval County, FL	Demolition, Earthwork, storm drain, base, paving, concrete, striping, signage, grassing.	\$3,643,896.00	\$3,054,411.34	\$589,484.66	\$390,160.99	Apr-23	Mar-25
<i>West Street Drainage</i> Owner: City of Green Cove Springs Prime Contractor: Besch and Smith Civil Group Inc. Location: Clay County, FL	Demolition, Earthwork, Concrete Driveways, Curbing, Storm Drainage Gravity Sewer, Minor Watermain Adjustments	\$4,701,820.88	\$4,349,606.43	\$352,214.45	\$1,083,817.96	Apr-24	Jan-25
<i>Walter Odum Park</i> Owner: Clay County BOCC Prime Contractor: Besch and Smith Civil Group Inc. Location: Clay County, FL	Demolition, Earthwork, Sidewalks, Storm Drainage, Landscape, Irrigation, Grassing, & Rock Driveway Entrance	\$1,353,910.65	\$1,115,924.55	\$237,986.10	\$575,665.70	Jun-24	Sep-24
<i>County Road 220</i> Owner: Clay County BOCC Prime Contractor: Besch and Smith Civil Group Inc. Location: Clay County, FL	Demolition, Earthwork, Sidewalk, Curbs, Base Paving, Striping, Signage, Grassing, & Signalization	\$3,376,424.55	\$1,810,885.65	\$1,565,538.90	\$3,376,424.55	Dec-24	Dec-24
<i>Crescent City PK-6</i> Owner: Putnam County Schools Prime Contractor: Besch and Smith Civil Group Inc. Location: Putnam, FL	Demolition, Earthwork, Sidewalk, Curbs, Base Paving, Striping, Signage, Grassing, & Signalization	\$8,821,347.00	\$7,010,461.35	\$2,430,000.00	\$8,252,714.31	Sep-24	Sep-25
TOTALS		\$29,080,177.14	\$22,803,219.11	\$6,775,048.97	\$15,119,391.88		



BESCAND-01

SESSER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Sue Esser		
	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722	
	E-MAIL ADDRESS: SEsser@cwpowellins.com		
INSURED Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct St. Augustine, FL 32095-8953	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co of Am		25666
	INSURER B: St Paul Protective Insurance Company		19224
	INSURER C: Travelers Prop Cas Co of Am		25674
	INSURER D: FFVA Mutual Insurance Co		10385
	INSURER E: XL Specialty Insurance Co		37885
	INSURER F: GuideOne National Insurance Company		14167

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	DTCO1X133469TIA24	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Incl Blkt AI & WOS						MED EXP (Any one person) \$ 5,000
	☒ Incl Contractual						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COM/POP AGG \$ 4,000,000
	☒ OTHER: XCU Included						EBL \$ 1,000,000
B	AUTOMOBILE LIABILITY	☒	☒	8101X1352542426G	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY UM 50,000						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS ONLY						PIP \$ 10,000
	☒ HIRED Car PD \$1000						
C	☒ UMBRELLA LIAB	☒	☒	CUP1X1456532426	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						Follow Form \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	☒	WC84008141372024A	10/18/2024	10/18/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Installation Floater			UM00022802MA24A	2/3/2024	2/3/2025	Each Loc/Total \$ 1,500,000
F	Pollution Liability			ENV56201395801	5/19/2024	5/19/2025	1MIL Occ/2MIL Agg

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

Re: Hammock Dunes Parkway and Camino Del Mar Intersection Improvements

As respects General Liability, Automobile Liability and Excess/Umbrella Liability the certificate holder, its authorities, boards, bureaus, commissions and individual members and employees thereof in their official capacities while acting on behalf of the certificate holder are included as additional insured including completed operations on a primary and noncontributory basis as required by written agreement per attached forms. All policies include 30 days notice of cancellation, expiration, non renewal or any material change in coverages or limits as required by written agreement. All policies include waiver of subrogation in favor of the additional insureds as required by written agreement per attached forms.

CERTIFICATE HOLDER

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

**BESCH AND SMITH CIVIL GROUP, INC.
REPORT ON AUDIT OF FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2023 and 2022

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MEMBER OF
AMERICAN AND FLORIDA
INSTITUTES OF
CERTIFIED PUBLIC ACCOUNTANTS

BISHOP AND DRAPER
CERTIFIED PUBLIC ACCOUNTANTS

BUILDING 300
5150 BELFORT ROAD
JACKSONVILLE, FLORIDA 32256
904-725-9226

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Besch and Smith Civil Group, Inc.
St. Augustine, Florida

Opinion

We have audited the accompanying financial statements of Besch and Smith Civil Group, Inc. (a Florida S-Corporation), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Besch and Smith Civil Group, Inc. as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Correction of Error

As discussed in Note K to the financial statements, certain errors resulting in understatement of net income and overstatement of liabilities previously reported as of December 31, 2022, were discovered by management of the Company during the year. Accordingly, amounts reported have been restated in the 2022 financial statements now presented, and an adjustment has been made to retained earnings as of December 31, 2022, to correct the error. Our opinion is not modified with respect to this matter.

Responsibility of Management for the Financial Statements

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

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

Auditor's Responsibility for the Audit of the Financial Statements

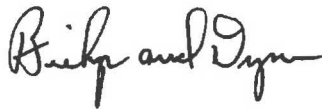
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Besch and Smith Civil Group, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Besch and Smith Civil Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

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



Bishop and Draper
Certified Public Accountants
Jacksonville, Florida
March 25, 2024

BESCH AND SMITH CIVIL GROUP, INC.

BALANCE SHEETS

ASSETS

	December 31	
	2023	2022
CURRENT ASSETS:		
Cash	\$ 2,045,970	\$ 3,386,735
Contract receivables	5,654,603	3,791,367
Less: allowance for credit losses	5,000	-
Less: allowance for doubtful accounts	-	5,000
	<u>5,649,603</u>	<u>3,786,367</u>
Employee accounts receivable	646	3,427
Prepaid expenses - other	100,471	67,448
Prepaid ERC filing fees	207,978	-
Inventory - shop	12,000	8,000
Costs and estimated earnings in excess of billings	-	-
Total Current Assets	<u>8,016,668</u>	<u>7,251,977</u>
PROPERTY AND EQUIPMENT:		
Land	1,013,640	110,027
Office furniture and equipment	140,581	121,527
Vehicles and transportation equipment	2,512,366	2,474,481
Construction equipment	6,456,835	6,275,775
	<u>10,123,422</u>	<u>8,981,810</u>
Less: accumulated depreciation	<u>(4,765,908)</u>	<u>(4,028,724)</u>
Total Equipment	<u>5,357,514</u>	<u>4,953,086</u>
OTHER ASSETS:		
Operating lease - right-of-use asset	<u>330,443</u>	<u>449,364</u>
Total Other Assets	<u>330,443</u>	<u>449,364</u>
TOTAL ASSETS	<u><u>\$ 13,704,625</u></u>	<u><u>\$ 12,654,427</u></u>

See Notes to Financial Statements

BESCH AND SMITH CIVIL GROUP, INC.

BALANCE SHEETS

LIABILITIES AND STOCKHOLDERS' EQUITY

	December 31	
	2023	2022
CURRENT LIABILITIES:		
Current portion of long term debt	\$ 977,002	\$ 920,336
Current portion of operating lease liability	126,276	118,920
Current portion of finance lease liability	53,482	25,541
Accounts payable	1,973,450	1,181,759
Billings in excess of costs and estimated earnings	1,421,796	2,622,643
Total Current Liabilities	4,552,006	4,869,199
LONG-TERM DEBT:		
Notes payable - long term	1,909,958	1,721,281
OTHER LONG-TERM LIABILITIES:		
Operating lease liability, less current portion	204,167	330,444
Finance lease liability, less current portion	62,079	81,270
Total Other Long-Term Liabilities	266,246	411,714
TOTAL LIABILITIES	6,728,210	7,002,194
STOCKHOLDERS' EQUITY:		
Common stock, par value \$1 per share; authorized, issued and outstanding 100 shares	100	100
Paid in capital	99,900	99,900
Retained earnings	6,876,415	5,552,233
	6,976,415	5,652,233
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 13,704,625	\$ 12,654,427

See Notes to Financial Statements

BESCH AND SMITH CIVIL GROUP, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS

	Year Ended December 31	
	2023	2022
Contract revenue earned	\$ 22,066,999	\$ 17,324,243
Cost of revenues earned	<u>18,304,042</u>	<u>15,022,594</u>
	3,762,957	2,301,649
Gain/(loss) on sale of assets	149,126	218,513
Interest income	3,184	152
Other income	18,761	25,032
Operating expenses	(1,710,910)	(1,654,051)
Interest expense	<u>(122,820)</u>	<u>(81,690)</u>
Net income	2,100,298	809,605
Retained earnings:		
Beginning of year	5,552,233	5,473,728
Stockholder distributions	<u>(776,116)</u>	<u>(731,100)</u>
End of year	<u>\$ 6,876,415</u>	<u>\$ 5,552,233</u>

See Notes to Financial Statements

BESCH AND SMITH CIVIL GROUP, INC.
STATEMENTS OF CASH FLOWS

	Year Ended December 31	
	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (loss)	\$ 2,100,298	\$ 809,605
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,029,446	813,226
Loss (Gain) on sale of equipment	(149,126)	(218,513)
Changes in assets, decrease (increase):		
Accounts receivables	(1,860,455)	(46,630)
Prepaid expenses	(241,001)	45,599
Inventory	(4,000)	429,000
Costs and estimated earnings in excess of billings	-	144,332
Changes in liabilities, increase (decrease):		
Accounts payable and accrued expenses	791,691	(487,206)
Billings in excess of costs and estimated earnings	(1,200,847)	2,092,373
Total adjustments	(1,634,292)	2,772,181
Net cash provided by operating activities	466,006	3,581,786
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(1,524,525)	(2,422,205)
Proceeds from sale of equipment	239,777	354,173
Net cash used in investing activities	(1,284,748)	(2,068,032)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments of installment obligation	(1,005,736)	(853,371)
Proceeds from borrowings on installment obligation	1,259,829	1,998,194
Stockholder distributions	(776,116)	(731,100)
Net cash provided by (used in) financing activities	(522,023)	413,723
NET INCREASE IN CASH	(1,340,765)	1,927,477
CASH AT BEGINNING OF YEAR	3,386,735	1,459,258
CASH AT END OF YEAR	\$ 2,045,970	\$ 3,386,735

See Notes to Financial Statements

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022

A. Nature of Business and Summary of Significant Accounting Policies:

Nature of Business

The Company is a general contractor engaged primarily in the earth moving phases of the construction industry for developers and government agencies. The Company is located in St. Augustine, Florida and their principal market area is in the North Florida. The work is performed under fixed-priced contracts. The length of each contract varies but is typically less than one year.

Summary of Significant Accounting Policies

Use of Estimates - Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Revenue and Cost Recognition - The construction of site development, roadways, and underground utilities is a single performance obligation that is satisfied over time. Payment is also due over time in installments, based on project phases as specified in the contract, with final payment due at the time the construction is completed, and the customer accepts final work.

Company recognizes revenues from fixed-price, modified fixed-price, and cost-plus-fee long-term construction contracts using the cost-to-cost input method, which measures progress toward completion based on the percentage of costs incurred to date to total estimated costs for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that estimates used will change within the near term.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs incurred to obtain a contract are expensed, as they are not incremental and would be incurred whether or not a contract is obtained. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

A. Nature of Business and Summary of Significant Accounting Policies (continued):

Revenue and Cost Recognition (continued) - Changes in estimated job profitability resulting from variable consideration (such as incentives for completing a contract early or on time, penalties for not completing a contract on time, claims for which the Company has enforceable rights, or contract modifications/change orders in which the scope of modification has been approved, but the price has not been determined or approved) are accounted for as changes in estimates in the current period but limited to an amount that will not result in a significant reversal of revenue in future periods.

The timing of revenue recognition, billings and cash collections result in contract assets and liabilities on the balance sheet. Amounts are billed as work progresses in accordance with agreed-upon contractual terms, either at periodic intervals or upon achievement of contractual milestones. Generally, billing occurs subsequent to revenue recognition. Contracts in which revenues recognized exceed amounts billed have the balance included in the current assets. Contracts in which billings exceed revenues recognized have the balance included in current liabilities.

Revenues from construction work performed under time-and-material contracts are determined by a percentage mark-up on actual labor and material costs incurred. Unbilled revenues, if any, are accrued and included as unbilled contract receivables for time-and-material and unit price contracts.

The beginning and ending contract balances were as follows:

		<u>December 31,</u>	
	2023	2022	2021
Receivables	\$ 5,654,603	\$ 3,791,367	\$ 3,748,164
Unbilled receivables	-	-	144,332
Advances and deposits	1,421,797	2,622,643	530,270

General and Administrative Expenses - These expenses are charged to operations as incurred and are not allocated to contract costs.

Inventories - Inventories consist of construction materials and supplies that have not been charged to specific contracts and are stated at the lower of cost, (first-in, first-out) and net realizable value.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

A. Nature of Business and Summary of Significant Accounting Policies (continued):

Property, Equipment, and Depreciation - Depreciation is computed by declining balance methods based on the estimated useful lives of the individual units of furniture, office equipment and vehicles and by the straight-line method for construction equipment. The election to expense assets is used for tax purposes when applicable. The following is the estimated useful lives:

Office furniture and equipment - 5 to 10 years
Vehicles and transportation equipment - 5 years
Construction equipment - 5 to 10 years

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount for an asset may not be recoverable. In the event the facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed following generally accepted accounting principles.

Income Taxes - The Corporation has elected under Subchapter S of the Internal Revenue Code. As a result, the shareholders report the entire federal corporate taxable income on their individual tax returns.

Uncertain Tax Positions - The Company is required to recognize, measure, classify and disclose in the financial statements uncertain tax positions taken or expected to be taken in the Company's tax returns. The Company's evaluation revealed no uncertain tax positions that would have a material impact on the financial statements.

Statement of Cash Flows - For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. Cash paid for interest was \$122,820 and \$81,690 for the year ended December 31, 2023 and 2022, respectively. Cash paid for income taxes was \$-0- for the years ended December 31, 2023 and 2022. Noncash interest expense attributable to accreted interest for capital leases on new construction equipment was \$1,091 and \$-0- for the years ended December 31, 2023 and 2022, respectively.

Fair Value of Financial Instruments - Unless otherwise indicated, the fair values of all reported assets and liabilities that represent financial instruments (none of which are held for trading purposes) approximate the carrying value uses of such amounts.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

A. Nature of Business and Summary of Significant Accounting Policies (continued):

Compensated Absences - Employees of the Company were entitled to paid vacation depending on job classification, length of service, and other factors. No liability has been recorded in the accompanying financial statements due to immateriality. The Company's policy is to recognize costs of compensated absences when actually paid to employees.

Consideration of Credit Risk - The Company maintains a majority of its cash balances in financial institutions located in St. Augustine, Florida. The balances, all deposit accounts, including checking and savings accounts, money market deposit accounts and certificates of deposit, are insured by the Federal Deposit Insurance Corporation up to \$250,000 per customer. At times, deposits may exceed federally insured limits. At December 31, 2023, the Company exceeded the insured limit by approximately \$1,077,000.

Contract Receivables and Related Allowance for Credit Losses - Contract receivables are recorded when invoices are issued and are presented on the balance sheet before the allowance for credit losses. Contract receivables are written off when they are determined to be uncollectible. The allowance for credit losses is estimated based on the expected credit losses considering the Company's historical losses, the existing economic conditions in the construction industry, the financial stability of its customers, and macroeconomic factors. The Company periodically assesses its methodologies for estimating credit losses in consideration of actual experiences, trends, and changes in the overall economic environment.

Contract Bid Costs - The Company incurs costs related to proposing for and negotiating terms of construction contracts. These activities generally include initial design costs. These costs are not explicitly chargeable to the customer, even if the Company obtains the contract. The Company charges all such costs to expense, regardless of whether it is successful in obtaining a contract. Bids costs are not incremental because they would be incurred whether or not a contract is obtained. Under GAAP, only incremental costs of obtaining a contract may be deferred and amortized over the expected period of recovery.

Leases - The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

A. Nature of Business and Summary of Significant Accounting Policies (continued):

Leases (continued) -

Operating leases are included in operating lease right-of-use ("ROU") assets, other current liabilities and operating lease liabilities on the balance sheets. Finance leases are included in property and equipment, other current liabilities, and other long-term liabilities on the balance sheets.

ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments of the lease term. The Company uses the implicit rate when it is readily determinable. Since most of the Company's leases do not provide an implicit rate, management uses the Company's incremental borrowing rate based on the information available at lease commencement. Operating lease ROU assets also include any lease payment made and excludes any lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise the option.

The Company has lease agreements with lease and non-lease components, which are generally accounted for separately with amounts allocated to the lease and non-lease components based on stand-alone prices. For certain equipment leases, the Company accounts for the lease and non-lease components as a single lease. Lease payments for leases with a term of 12 months or less are expensed on a straight-line basis over the term of the lease with no lease asset or liability recognized. Rent expense for equipment was \$43,415 and \$4,644 for the years ended December 31, 2023 and 2022, respectively. Rent expense for the building was \$142,668 for the years ended December 31, 2023 and 2022.

Date of Management's Review - Subsequent events have been evaluated through March 25, 2024, which is the date the financial statements were available to be issued.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

B. Changes in the Allowance for Credit Losses:

The Company had the following activity for the allowance for credit losses for contract receivables from December 31, 2021 to December 31, 2023.

Balance as of December 31, 2021	\$ 5,000
Allowance for doubtful accounts	-
Write-offs	-
Balance as of December 31, 2022	5,000
Provision for expected credit losses	-
Write-offs	-
Balance as of December 31, 2023	<u>\$ 5,000</u>

C. Backlog:

Backlog represents the amount of revenue the Company expects to realize from work performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun.

The following schedule is a reconciliation of backlog for signed contracts in existence at December 31, 2023:

Balance, December 31, 2022	\$ 17,354,579
New contracts and adjustments	16,839,552
	34,194,131
Less: contract revenues earned for the year ended December 31, 2023	
	(22,066,999)
Balance, December 31, 2023	<u>\$ 12,127,132</u>

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

D. Contract Receivables:

	December 31, 2023	December 31, 2022
Completed contracts (including unit price contracts)	\$ 490,637	\$ 238,427
Contracts in progress	4,182,632	2,181,340
Retained	981,334	1,371,600
Unbilled	-	-
	<u>5,654,603</u>	<u>3,791,367</u>
Less: Allowance for credit losses	5,000	5,000
	<u>\$ 5,649,603</u>	<u>\$ 3,786,367</u>

E. Costs and Estimated Earnings on Uncompleted Contracts:

	December 31, 2023	December 31, 2022
Cost incurred on uncompleted contracts	\$ 24,146,501	\$ 13,681,434
Estimated earnings/(loss)	<u>4,051,936</u>	<u>2,586,926</u>
	28,198,437	16,268,360
Less: Billings to date	<u>29,620,233</u>	<u>18,891,003</u>
	<u>\$ (1,421,796)</u>	<u>\$ (2,622,643)</u>

Included in accompanying balance sheets under the following captions:

	December 31, 2023	December 31, 2022
Cost and estimated earnings in excess of billings on uncompleted contracts	\$ -	\$ -
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(1,421,796)</u>	<u>(2,622,643)</u>
	<u>\$ (1,421,796)</u>	<u>\$ (2,622,643)</u>

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

F. Notes Payable:

Installment - The Company has twenty-eight installment notes payable secured by various equipment with financial entities bearing interest from -0- to 9.99% and requiring principal payments of \$963,641 plus interest for the upcoming year.

Promissory Note - On December 21, 2023, the Company initiated a promissory note, with AgGeorgia Farm Credit, in the amount of \$715,470. The promissory note has a term of 20 years, and bears a fixed rate of 8.97%, requiring monthly payments of \$6,422. The note is secured by land and guaranteed by the stockholder.

Line of Credit - On September 19, 2022 the Company initiated a line of credit, with Ameris Bank, for \$900,000, requiring monthly installments of principal and interest on any outstanding balance. The line of credit will expire on December 19, 2024, at which point, any outstanding principal and interest is due. The line of credit bears a rate of Prime plus 0.50%, and not less than 6.00% per annum. The note is secured by company assets and guaranteed by the stockholder. At December 31, 2023, the outstanding balance of the line of credit was \$-0-.

The following is a schedule of maturities on long-term debt:

Year Ending December 31,	Equipment Installment Note	Promissory Note	Total
2024	\$ 963,641	\$ 13,361	\$ 977,002
2025	657,819	14,791	672,610
2026	323,727	16,182	339,909
2027	203,057	17,695	220,752
2028	24,410	652,277	676,687
	<u>\$ 2,172,654</u>	<u>\$ 714,306</u>	<u>\$ 2,886,960</u>
		Less: current portion	<u>(977,002)</u>
		Long-term portion	<u><u>\$ 1,909,958</u></u>

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

G. Leasing Arrangements:

The Company has operating and financing leases for its operations facility and for certain equipment. The operations facility is leased under a non-cancelable operating lease expiring on July 1, 2026. This is the second amendment to the original lease, however the lease does not include a renewal option to extend the terms. The Company is also obligated for common area maintenance expenses and property taxes, which fluctuate from year to year. These payments are considered variable payments and are not determinable at the lease commencement and are not included in the measurement of the lease asset and liability. The lease agreement does not include any material residual value, guarantees or restrictive covenants. Financing lease arrangements have a remaining lease term of up to four years, with no renewal option.

The following summarizes the line items in the balance sheet which include amounts for operating and financing leases as of December 31:

	<u>2023</u>	<u>2022</u>
Operating Leases		
Operating lease right-of-use assets	\$ 330,443	\$ 449,364
Current liabilities - other current	\$ 126,276	\$ 118,920
Long-term liabilities - operating lease	204,167	330,444
Total operating lease liabilities	<u>\$ 330,443</u>	<u>\$ 449,364</u>
Finance Leases		
Construction equipment	\$ 162,527	\$ 111,455
Accumulated depreciation	(44,617)	(7,430)
Construction equipment, net	<u>\$ 117,910</u>	<u>\$ 104,025</u>
Current liabilities - finance leases	\$ 53,482	\$ 25,541
Long-term liabilities - finance leases	62,079	81,270
Total finance lease liabilities	<u>\$ 115,561</u>	<u>\$ 106,811</u>

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

G. Leasing Arrangements (continued):

The following summarizes the cash flow information related to leases for the year ended December 31:

	<u>2023</u>	<u>2022</u>
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	\$ 142,668	\$ 142,668
Operating cash flows from finance leases	42,324	4,644
Financing cash flows from finance leases	1,091	-
Lease assets obtained in exchange for lease obligations		
Operating leases	\$ -	\$ -
Finance leases	51,072	111,455
Current liabilities - Notes payable	\$ 53,482	\$ 25,541
Long-term liabilities - Notes payable	62,079	81,270
Total finance lease liabilities	<u>\$ 115,561</u>	<u>\$ 106,811</u>

The following summarizes the line items in the income statements which include the components of lease expense for the years ended December 31:

	<u>2023</u>	<u>2022</u>
Operating lease expense included in operating expenses	\$ 142,668	\$ 142,668
Finance lease costs:		
Amortization of lease assets included in depreciation and amortization expense	\$ 37,187	\$ 7,430
Interest on lease liabilities included in interest expense	1,091	-
Total finance lease costs	<u>\$ 38,278</u>	<u>\$ 7,430</u>

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

G. Leasing Arrangements (continued):

The maturities of operating lease liabilities as of December 31, 2023, were as follows:

Year Ending December 31,	Operating	Finance
2024	\$ 142,668	\$ 54,522
2025	142,668	38,971
2026	71,334	23,220
2027 and thereafter	-	-
	<u>356,670</u>	<u>116,713</u>
Less: interest	<u>(26,227)</u>	<u>(1,152)</u>
	<u>\$ 330,443</u>	<u>\$ 115,561</u>

At December 31, 2023 and 2022 the weighted average of the remaining operating lease term was 2.5 and 3.5 years. At December 31, 2023 and 2022 the weighted average of the remaining finance lease terms were 2.38 and 3.83 years.

At December 31, 2023 and 2022 the weighted average operating lease discount rate was 6.00%. At December 31, 2023 and 2022 the weighted average of the remaining finance lease terms were 1.32% and 0.01%.

H. Related Party Transactions:

The Company rents its primary business premises from an entity owned by a former stockholder. The Company has a five-year lease agreement that ends on July 2, 2023 and requires monthly payments of \$10,497 plus sales taxes. The lease was renewed on January 1, 2023 for an additional three-years. The Company is responsible for real estate taxes the remainder of the lease. The rent paid was \$142,668 in 2023 and in 2022. Also, the Company paid the associated premises' real estate taxes in the amounts of \$12,057 and \$7,816 for 2023 and 2022, respectively.

I. Retirement Plan:

On September 24, 2018 a SIMPLE IRA Retirement Plan was established and made available for all Company employees twenty-one years of age having earned \$5,000 during any two preceding years. The Company makes a matching contribution up to 3% of each participant's elective deferrals, not to exceed statutory limitations. The Company's matching contributions were \$39,215 and \$40,000 for the years ended December 31, 2023 and 2022, respectively.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

J. New Accounting Guidance Implementation:

Adoption of ASU 2016-13 and Related Standards

Effective January 1, 2023 the Company adopted ASU 2016-13, Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Company adopted this new guidance utilizing the modified retrospective transition method. Topic 326 requires measurement and recognition of expected versus incurred losses for financial assets held. Financial assets held by the Company that are subject to ASU 2016-13 include trade accounts receivable.

The cumulative effect of initially applying the new credit loss standard to its contract receivables was immaterial to the opening balance of retained earnings. Results for reporting periods beginning after January 1, 2023 are presented under ASC 326. The Comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods.

The impact of the adoption of ASC 326 on the Company's balance sheet as of January 1, 2023 was as follows:

	<u>December 31,</u> <u>2022</u>	<u>Adjustments</u> <u>from Topic 326</u>	<u>January 1,</u> <u>2023</u>
Allowance for credit losses	\$ -	\$ 5,000	\$ 5,000
Allowance for doubtful accounts	5,000	(5,000)	-
Retained Earnings	5,552,233	-	5,552,233

The Company does not expect ASC 326 to have a significant impact on its financial condition or results of operations on an ongoing basis.

BESCH AND SMITH CIVIL GROUP, INC.

NOTES TO FINANCIAL STATEMENTS
Years Ended December 31, 2023 and 2022
-continued-

K. Restatement of Previously Issued Financial Statements:

The Company has restated its previously issued financial statement for the year ending December 31, 2022, primarily to reflect the correction of errors related to its allocation of labor costs to costs of revenues earned. The correction has no effect on the results of the current year's operations; however, the cumulative effect increases beginning retained earnings for 2022 by \$114,655. Based upon management's review it has been determined that this error was inadvertent and unintentional.

The effect of the restatement on results of operations and financial position as of and for the year ended December 31, 2022 are as follows:

	As previously Reported	Restated
Contract revenue earned	\$ 17,209,588	\$ 17,324,243
Cost of revenues earned	14,740,524	15,022,594
	<u>2,469,064</u>	<u>2,301,649</u>
Operating expenses	(1,936,121)	(1,654,051)
Net income	694,950	809,605
Billings in excess of costs and estimated earnings and estimated earnings	2,737,298	2,622,643
Total current liabilities	4,983,854	4,869,199
Total liabilities	7,116,849	7,002,194
Retained Earnings	5,437,578	5,552,233

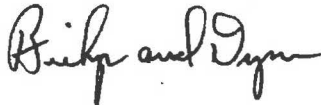
MEMBER OF
AMERICAN AND FLORIDA
INSTITUTES OF
CERTIFIED PUBLIC ACCOUNTANTS

BISHOP AND DRAPER
CERTIFIED PUBLIC ACCOUNTANTS

BUILDING 300
5150 BELFORT ROAD
JACKSONVILLE, FLORIDA 32256
904-725-9226

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

We have audited the financial statements of Besch and Smith Civil Group, Inc. as of and for the years ended December 31, 2023 and 2022, and our report thereon dated March 25, 2024, which expressed an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements taken as a whole. The schedules of Operating Expenses, Earnings from Contracts, Contracts Completed and Contracts in Progress are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



Bishop and Draper
Certified Public Accountants
Jacksonville, Florida
March 25, 2024

BESCH AND SMITH CIVIL GROUP, INC.

OPERATING EXPENSES

	Year Ended December 31	
	2023	2022
Personnel costs:		
Salaries	\$ 723,076	\$ 773,341
Health insurance	107,832	101,133
Payroll taxes	54,989	62,995
Simple IRA expense	39,215	40,000
Payroll processing fees	18,107	12,770
Drug testing expense	5,866	4,012
Worker's compensation insurance	2,872	2,463
Other employee expenses	12,408	8,366
	<u>964,365</u>	<u>1,005,080</u>
Advertising and marketing	7,668	12,423
Bank charges	1,694	518
Contributions	4,550	5,436
Depreciation (net of amount allocated to jobs)	4,526	3,319
Dues	4,430	6,556
Estimating expense	15,275	8,323
Fees	15,562	6,621
Insurance	249,382	229,012
Legal and professional	54,166	26,250
Meals and entertainment	12,866	18,578
Office supplies and expenses	52,655	57,015
Penalties	9,978	1,900
Postage and shipping	2,187	1,619
Rent	156,736	151,658
Repairs and maintenance	21,342	3,954
Safety expense	13,423	14,507
Taxes, licenses and permits	71,609	62,780
Telephone	14,263	16,025
Training	1,485	4,553
Trash disposal	1,692	1,520
Travel	22,674	8,565
Utilities	8,382	7,839
	<u>\$ 1,710,910</u>	<u>\$ 1,654,051</u>

See Independent Auditor's Report on Supplementary Information

BESCH AND SMITH CIVIL GROUP, INC.

EARNINGS FROM CONTRACTS

Year Ended December 31, 2023

	<u>Revenues Earned</u>	<u>Cost of Revenues</u>	<u>Gross Profit</u>
Contracts completed during the period, including all time-and- material contracts	\$ 8,358,866	\$ 5,986,959	\$ 2,371,907
Contracts in progress at year-end	13,708,133	11,885,879	1,822,254
Owned equipment and vehicle costs of \$2,688,866 net allocations of \$2,257,662	<u> </u>	<u>431,204</u>	<u>(431,204)</u>
	<u>\$22,066,999</u>	<u>\$18,304,042</u>	<u>\$ 3,762,957</u>

See Independent Auditor's Report on Supplementary Information

BESCH AND SMITH CIVIL GROUP, INC.

CONTRACTS COMPLETED

Year Ended December 31, 2023

<u>Contract Number</u>	<u>Customer</u>	<u>Revenues Earned</u>	<u>Cost of Revenues</u>	<u>Gross Profit</u>
2022-02	* St. Johns County	\$ 2,618,720	\$ 2,411,984	\$ 206,736
2022-03	* DC Construction Associates, Inc.	544,383	278,850	265,533
2022-05	* Ajax Building Company, LLC	2,857,835	1,759,291	1,098,544
2022-06	* St. Johns County	3,909,586	2,741,351	1,168,235
	Contracts under \$100,000	<u>206,398</u>	<u>216,295</u>	<u>(9,897)</u>
		10,136,922	7,407,771	\$2,729,151
	* Less recognized prior years	<u>(1,778,056)</u>	<u>(1,420,812)</u>	<u>(357,244)</u>
		<u>\$ 8,358,866</u>	<u>\$ 5,986,959</u>	<u>\$2,371,907</u>

See Independent Auditor's Report on Supplementary Information

BISHOP AND DRAPER
CERTIFIED PUBLIC ACCOUNTANTS

BESCH AND SMITH CIVIL GROUP, INC.

CONTRACTS IN PROGRESS

December 31, 2023

Contract Number	Customer	Contract Amount	Revenues Earned	Cost of Revenues	Gross Profit	Percentage Complete	Billed to Date	Estimated Total Costs	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings
2020-13	* Flagler County BOCC	\$ 11,585,275	\$ 11,291,132	\$ 11,788,607	\$ (497,475)	97.46%	\$ 11,596,987	\$ 12,082,750		\$ (305,855)
2021-05	* Six Mile Road CDD	10,212,142	10,176,695	7,844,338	2,332,357	99.65%	10,212,142	7,871,661		(35,447)
2022-04	* Six Mile Road CDD	4,811,472	4,667,546	3,250,441	1,417,105	97.01%	4,755,861	3,350,670		(88,315)
2023-01	The Haskell Company	3,582,261	1,060,610	666,392	394,218	29.61%	1,296,852	2,250,771		(236,242)
2023-03	Charles Perry Partners, Inc.	3,270,198	787,490	432,947	354,543	24.08%	1,315,217	1,797,892		(527,727)
2023-04	Tim Young Construction, Inc.	802,467	129,161	103,179	25,982	16.10%	226,151	641,045		(96,990)
2023-05	Gilbane Building Company	6,061,754	85,803	60,597	25,206	1.42%	217,023	4,281,013		(131,220)
		<u>\$ 40,325,569</u>	<u>\$ 28,198,437</u>	<u>\$ 24,146,501</u>	<u>\$ 4,051,936</u>		<u>\$ 29,620,233</u>		<u>\$ -</u>	<u>\$(1,421,796)</u>
	* Less recognized prior years		(14,490,304)	(12,260,622)	(2,229,682)					
			<u>\$ 13,708,133</u>	<u>\$ 11,885,879</u>	<u>\$ 1,822,254</u>					

See Independent Auditor's Report on Supplementary Information



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 19, 2024

BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT.
ST. AUGUSTINE, FLORIDA 32095

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Lift Station, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

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

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

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

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

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

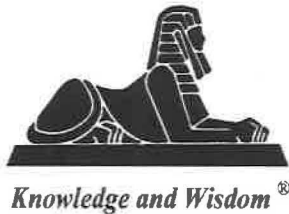
The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View."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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

November 20, 2024

Greenbriar Community Development District

50 Silver Forrest Dr., Suite 203
St Augustine, FL 32092

RE: Besch and Smith Civil Group Inc.

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Besch and Smith Civil Group Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$15,000,000 single \$30,000,000 aggregate with the provision that we and Merchants Bonding Company reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Besch and Smith Civil Group Inc. is bonded through Merchants Bonding Company. Merchants Bonding Company has an A.M. Best rating of A IX and is licensed to conduct business in the State of Florida.

Besch and Smith Civil Group Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Robert T. Theus
Vice President





2024 - 2025 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 255-5700, option 3 Fax: (904) 255-8403

<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2024 through September 30, 2025.

BESCH AND SMITH CIVIL GROUP INC
2148 WATER PLANT RD
ST AUGUSTINE, FL 32092

ACCOUNT NUMBER: 206531
BUSINESS NAME: BESCH AND SMITH CIVIL GROUP INC
PHYSICAL ADDRESS: 345 CUMBERLAND INDUSTRIAL CT
ST AUGUSTINE, FL 32095

CLASSIFICATION CODE: 325014 QUALIFYING AGENT - CONTRACTORS

STATE LICENSE NO: CUC1224084

COUNTY TAX:	0.00
MUNICIPAL TAX:	100.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	100.00

RENEWAL

VALID UNTIL September 30, 2025

2024 - 2025

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid TAX-25-00763500

09/24/2024 \$ 100.00

This Receipt is issued pursuant to
County ordinance 87-36

**2024/2025 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1052993
EXPIRES September 30, 2025

Business Type Underground Utilities (L)
Location 345 Cumberland Industrial Ct
St Augustine FL 32095

**New Business
Transfer**

Business Name **Besch And Smith Civil
Group Inc**

Owner Name Besch And Smith Civil Group Inc

**Mailing
Address** 345 Cumberland Industrial Ct
St Augustine, FL 32095



Tax	18.00
Penalty	0.00
Cost	0.00
Total	18.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2023-8535970 on 07/15/24 for \$18.00

ID	Task Name	Duration	Start	Finish	Feb 9, '25		Mar 16, '25		Apr 20, '25		May 25, '25		Jun 29, '25		Aug 3, '25		Sep 7, '25			
					S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
1	NTP	1 day	Mon 3/3/25	Mon 3/3/25																
2	Mobilization	412 days	Mon 3/3/25	Tue 9/29/26																
3	Erosion Control	412 days	Mon 3/3/25	Tue 9/29/26																
4	Clearing and Grubbing	120 days	Mon 3/17/25	Fri 8/29/25																
5	Earthwork	255 days	Mon 4/14/25	Fri 4/3/26																
6	Utility Cordination	60 days	Sun 5/25/25	Thu 8/14/25																
7	Watermain	15 days	Mon 8/18/25	Fri 9/5/25																
8	Storm Drainage Installation	145 days	Tue 9/9/25	Mon 3/30/26																
9	Sleeve Installation	10 days	Tue 3/31/26	Mon 4/13/26																
10	Roadway Construction	50 days	Tue 4/14/26	Mon 6/22/26																
11	Striping and Signage	10 days	Tue 6/23/26	Mon 7/6/26																
12	Grassing / Landscaping	39 days	Tue 7/7/26	Fri 8/28/26																
13	Substantial Completion		Sun 8/30/26																	
14	Final Completion		Tue 9/29/26																	

Project: Schedule - Greenbriar Widening
Date: Fri 11/22/24

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

Proposal**BESCH & SMITH CIVIL GROUP INC.****Job Code: 24FL091 PINEWALK GREENBRIAR ROAD WIDENING****Description: 24FL091 PINEWALK GREENBRIAR ROAD WIDENING**

Pay Item No.	Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
	Subtotal Description					
1	GENERAL CONDITIONS		1.00	Lump Sum	469,134.29	469,134.29
	MOBILIZATION A.1				Subtotal:	469,134.29
2	TEMPORARY FIELD OFFICE		1.00	Lump Sum	0.00	0.00
	CONSTRUCTION OFFICE A.2				Subtotal:	0.00
3	MAINTIENACE OF TRAFFIC		1.00	Lump Sum	113,692.19	113,692.19
	MAINTENACE A.3				Subtotal:	113,692.19
4	CLEARING & HAUL OFF ?		5.00	Acre	21,369.03	106,845.15
5	12" RCP PIPE REMOVAL		1,105.00	Linear Feet	21.97	24,276.85
6	24" RCP PIPE REMOVAL		211.00	Linear Feet	40.85	8,619.35
7	30" RCP PIPE REMOVAL		61.00	Linear Feet	55.77	3,401.97
8	36" RCP PIPE REMOVAL		384.00	Linear Feet	62.81	24,119.04
9	42" RCP PIPE REMOVAL		376.00	Linear Feet	81.10	30,493.60
10	REMOVE EXISTING PRECAST STRUCTURES- DEPTH UNKNOWN		21.00	Each	1,316.49	27,646.29
12	DEWATERING FOR HEADWALL REMOVAL		1.00	Each	31,015.10	31,015.10
13	SAW CUT ASPHALT		7,560.00	Linear Feet	2.98	22,528.80
14	CURB REMOVAL		2,524.00	Linear Feet	4.44	11,206.56
15	REMOVE LIMEROCK (IN PLACE)		772.00	SQ YARD	1.60	1,235.20
16	REMOVE 6" CONCRETE PAVING		25.00	SQ YARD	25.57	639.25
17	REMOVE ASPHALT (DRIVEWAY)		772.00	SQ YARD	3.84	2,964.48
18	DIRT DRIVE DEMO		231.00	SQ YARD	12.79	2,954.49
	A.4 CLEARING & GRUBING				Subtotal:	297,946.13
20	STRIP TOPSOIL (HAUL OFFSITE)		19,200.00	Cubic Yard	20.82	399,744.00
21	CUT & BALANCE FILL (ON-SITE)		6,518.00	Cubic Yard	2.29	14,926.22
22	BORROW FILL (TRUCK MEASURE)		30,547.00	Cubic Yard	11.48	350,679.56
23	REMOVE/DISPOSE & REPLACE UNSUITABLES		4,457.00	Cubic Yard	34.49	153,721.93
24	ROUGH GRADING SITE		56,603.00	SQ YARD	1.14	64,527.42
25	FINE GRADING POND SLOPES		1,002.00	SQ YARD	2.66	2,665.32
26	FINE GRADING SITE- RIGHT OF WAY		17,068.00	SQ YARD	1.54	26,284.72
27	SWALE GRADING		10,985.00	SQ YARD	4.01	44,049.85
28	CURB GRADING MAJOR CURB GRADING		9,020.00	Linear Feet	1.04	9,380.80
29	SIDEWALK GRADING		4,093.00	SQ YARD	2.40	9,823.20
30	DEWATER EXISTING POND		1.00	Lump Sum	33,130.98	33,130.98
31	FINE GRADING SITE - MEDIAN		4,838.00	SQ YARD	2.15	10,401.70

Pay Item No.	Description Subtotal Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
32	DITCH PAVEMENT GRADING		122.00	SQ YARD	28.81	3,514.82
	A.5(a) EARTHWORK				Subtotal:	1,122,850.52
33	FLOWABLE FILL - CONTENGENCY		1,000.00	Cubic Yard	305.35	305,350.00
	A.5(b) FLOWABLE FILL				Subtotal:	305,350.00
34	REMOVE/DISPOSE & REPLACE UNSUITABLES - CONTENGENCY		5,000.00	Cubic Yard	32.98	164,900.00
	A.5(c) UNSUITABLES				Subtotal:	164,900.00
35	12" SUBGRADE LBR-40		21,671.00	SQ YARD	8.02	173,801.42
36	10" LIMEROCK & PRIME		17,843.00	SQ YARD	31.19	556,523.17
37	2" 12.5 SP TRAFFIC C		17,578.00	SQ YARD	19.20	337,497.60
38	1.5" 9.5 TRAFFIC C		17,578.00	SQ YARD	16.12	283,357.36
39	MILL 3/4		10,972.00	SQ YARD	3.64	39,938.08
40	RESURFACE 1.5" 9.5 TRAFFIC C		10,972.00	SQ YARD	17.84	195,740.48
41	OVERBUILD (REAL QUANTITY 480) ****		550.00	Ton	192.72	105,996.00
42	TEMPORARY ASPHALT PAVEMENT		387.00	SQ YARD	128.02	49,543.74
43	4" DITCH PAVEMENT		122.00	SY	85.10	10,382.20
44	5" SIDEWALK		4,093.00	SY	55.20	225,933.60
45	4' TRAFFIC SEPERATOR		298.00	Foot	38.18	11,377.64
46	TYPE F CURB		9,020.00	LF	27.01	243,630.20
47	CONCRETE SIDEWALK RAMPS (SUBCONTRACTOR)		12.00	Each	1,474.61	17,695.32
48	ALUMINUM BYCYCLE RAILING		318.00	Foot	132.65	42,182.70
49	RETAINING WALL		256.00	Linear Feet	166.26	42,562.56
	A.6 ROADWAY CONSTRUCTION				Subtotal:	2,336,162.07
50	16" DUCT. IRON PIPE		80.00	Linear Feet	173.44	13,875.20
51	16" MJ LONG PAT SLEEVE W/ ML ACC		4.00	Each	1,646.38	6,585.52
52	16"X16" TAP SLEEVE & VALV		1.00	Each	28,343.54	28,343.54
53	16" GATE VALVE W/ BOX		1.00	Each	9,800.11	9,800.11
54	16" X 16" TEE		1.00	Each	2,870.62	2,870.62
55	16" 45 DEGREE BEND		4.00	Each	1,766.66	7,066.64
56	16" PIPE BELL RESTRAINTS		8.00	Each	743.80	5,950.40
57	PAVEMENT REPAIR-WATERMAIN		23.00	Square Yard	414.87	9,542.01
58	16" PLUG		1.00	Each	889.31	889.31
59	SAMPLE POINT		4.00	Each	732.67	2,930.68
	A.7 WATER SYSTEM				Subtotal:	87,854.03
60	R3-17 & R3-17BP		1.00	ASSEMBLY	297.12	297.12
61	R3-17		2.00	ASSEMBLY	297.12	594.24

Pay Item No.	Proposal		Quantity	Unit of Measure	Unit Price	Total Price
	Description	Subtotal Description				
62	R6-1L		2.00	Each	297.12	594.24
63	R6-3A & R1-1 & R6-1R		2.00	Each	297.12	594.24
64	D31 DBL BLADE STREET SIGNS		2.00	ASSEMBLY	297.12	594.24
65	W4 - 2R		1.00	ASSEMBLY	297.12	297.12
66	9 BUTTON		8.00	Each	297.12	2,376.96
67	SINGLE POST SIGN F&I FDOT 700 1 12		2.00	ASSEMBLY	3,561.71	7,123.42
68	SINGLE POST SIGN F&I FDOT 700 1 11		13.00	ASSEMBLY	587.93	7,643.09
69	R2-1		1.00	ASSEMBLY	297.12	297.12
70	RELOCATE SIGN		7.00	ASSEMBLY	297.12	2,079.84
71	REMOVE & DISPOSE SIGNS		3.00	ASSEMBLY	42.69	128.07
	A.8 ROADWAY SIGNING				Subtotal:	22,619.70
72	6" DBL YELLOW (NOT DOUBLED)		1,036.00	Linear Feet	3.98	4,123.28
73	6" WHITE 2-4 SKIP		832.00	Linear Feet	0.63	524.16
74	6" WHITE 10-30 SKIP		5,414.00	Linear Feet	0.63	3,410.82
75	6" WHITE STRIPE		9,786.00	Linear Feet	1.60	15,657.60
76	6" YELLOW 6-10 SKIP		442.00	Linear Feet	0.63	278.46
77	6" YELLOW STRIPE		6,145.00	Linear Feet	1.99	12,228.55
78	8" WHITE STRIPE		50.00	Linear Feet	1.77	88.50
79	12" WHITE STRIPE		365.00	Linear Feet	7.32	2,671.80
80	18" YELLOW STRPE		318.00	Linear Feet	10.37	3,297.66
81	24" WHITE STRIPE		197.00	Linear Feet	14.64	2,884.08
82	BICYCLE		9.00	Each	335.43	3,018.87
83	TURN ARROW		18.00	Each	201.26	3,622.68
84	MERGE MESSAGE W/ ARROW		2.00	Each	506.20	1,012.40
85	SMALL ARROW (BIKE LANE)		9.00	Each	170.76	1,536.84
86	RPM		206.00	Each	6.10	1,256.60
87	HYDRO BLAST		1.00	Lump Sum	29,564.35	29,564.35
	A.9 ROADWAY MARKING				Subtotal:	85,176.65
88	OVERHEAD UNTILITY COORDINATION		1.00	Lump Sum	24,395.21	24,395.21
	A.10 UTILITY COORDINATION				Subtotal:	24,395.21
89	GEO BALES		142.00	Each	35.05	4,977.10
90	INLET PROTECTION		21.00	Each	150.69	3,164.49
91	SILT FENCE		5,500.00	Linear Feet	6.44	35,420.00
92	STAKE TURBIDITY BARRIER		2,572.00	Linear Feet	9.09	23,379.48
93	FLOATING BARRIER		331.00	Linear Feet	19.09	6,318.79

Pay Item No.	Description		Proposal		Unit Price	Total Price
	Subtotal Description		Quantity	Unit of Measure		
94	TEMP. CONSTRUCTION ENTRANCE		1.00	Each	7,355.60	7,355.60
	A.11 EROSION				Subtotal:	80,615.46
95	18" R.C.P. (0/6") SIDE DRAINAGE (1-RUN)		37.00	Linear Feet	98.39	3,640.43
96	18" R.C.P. (8/10") CROSS DRAINAGE (1-RUN)		98.00	Linear Feet	179.97	17,637.06
97	18" R.C.P. (12/14") CROSS DRAINAGE (1-RUN)		86.00	Linear Feet	184.76	15,889.36
98	24" R.C.P. (0/6") CROSS DRAINAGE (1-RUN)		152.00	Linear Feet	124.68	18,951.36
99	24" R.C.P. (6/8") SIDE DRAINAGE (1-RUN)		273.00	Linear Feet	188.88	51,564.24
100	24" R.C.P. (8/10") CROSS DRAINAGE (1-RUN)		74.00	Linear Feet	209.20	15,480.80
101	24" R.C.P. (8/10") SIDE DRAINAGE (2-RUN)		174.00	Linear Feet	193.15	33,608.10
102	30" R.C.P. (8/10") SIDE DRAINAGE (1-RUN)		211.00	Linear Feet	248.70	52,475.70
103	30" R.C.P. (12/14") CROSS DRAINAGE (1-RUN)		87.00	Linear Feet	274.14	23,850.18
104	36" R.C.P. (12/14") DRAINAGE (4-RUN)		1,174.00	Linear Feet	286.42	336,257.08
105	48" R.C.P. (6/8") CROSS DRAINAGE (1-RUN)		126.00	Linear Feet	403.64	50,858.64
106	48" R.C.P. (6/8") SIDE DRAINAGE (1-RUN)		74.00	Linear Feet	495.29	36,651.46
107	48" R.C.P. (8/10") SIDE DRAINAGE (3-RUN)		1,200.00	Linear Feet	406.83	488,196.00
108	48" R.C.P. (8/10") CROSS DRAINAGE (3-RUN)		932.00	Linear Feet	448.94	418,412.08
109	54" R.C.P. (6/8") SIDE DRAINAGE (1-RUN)		184.00	Linear Feet	531.98	97,884.32
110	54" R.C.P. (8/10") SIDE DRAINAGE (2-RUN)		110.00	Linear Feet	563.40	61,974.00
111	60" R.C.P. (10/12") DRAINAGE		60.00	Linear Feet	763.08	45,784.80
112	"C" INLETS (0/4") S-117, S-119, S-119A		3.00	Each	9,233.56	27,700.68
113	"C" INLETS (4/6") S-115		1.00	Each	9,192.06	9,192.06
114	"C" INLETS (8/10") S-120, S-121, S-118, (S4A ADDED)		4.00	Each	12,771.52	51,086.08
115	"C" INLETS (12/14") S-114, S-116		2.00	Each	16,531.44	33,062.88
116	"DBI" INLETS (4/6") S-108		1.00	Each	7,566.19	7,566.19
117	"DBI" INLETS (6/8") S-9, S-3A, S-107		3.00	Each	9,312.10	27,936.30
118	"DBI" INLETS (8/10") S-2, S-7, S-6, S-5, S-4, S-3		6.00	Each	11,259.99	67,559.94
119	"DBI" INLETS (12/14") S-113		1.00	Each	12,673.27	12,673.27
120	STORM MANHOLE (6/8") S-2A		1.00	Each	14,580.80	14,580.80
121	POND CONTROL STRUCTURE 10/12 AIS-101		1.00	Each	24,755.50	24,755.50
122	24" (STRAIGHT) HEADWALL		1.00	Each	5,704.03	5,704.03
123	60" (STRAIGHT) HEADWALL (DOUBLE) **HEAVY LIFT TONS 25		1.00	Each	30,092.87	30,092.87
124	CONN 60" RCP TO EXIST 60" RCP		2.00	Each	10,595.78	21,191.56
125	24" (STRAIGHT) ENDWALL		1.00	Each	5,900.48	5,900.48
126	30" POURED IN PLACE MES		1.00	Each	3,353.61	3,353.61
127	48" POURED IN PLACE MES		1.00	Each	5,778.29	5,778.29

Pay Item No.	Description Subtotal Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
128	54" POURED IN PLACE MES		2.00	Each	11,045.81	22,091.62
129	PAVEMENT REPAIR-WATERMAIN		171.00	Square Yard	340.99	58,309.29
130	DESILT EXSIT 60" PIPE		1.00	Lump Sum	21,467.79	21,467.79
131	FLOWABLE FILL		500.00	Cubic Yard	460.93	230,465.00
	B.1 DRAINAGE				Subtotal:	2,449,583.85
132	LANDSCAPING		1.00	Lump Sum	175,035.62	175,035.62
	A. LANDSCAPING				Subtotal:	175,035.62
133	TEMP IRRIGATION SYSTEM		1.00	Lump Sum	60,988.03	60,988.03
	B. TEMP IRRIGATION				Subtotal:	60,988.03
134	BAHIA SOD ROW		17,068.00	SQ YARD	4.15	70,832.20
135	BAHIA POND SLOPES		1,002.00	SQ YARD	4.15	4,158.30
136	BAHIA SOD SWALE		10,985.00	SQ YARD	4.15	45,587.75
137	BHAIA SOD MEDIAN		4,838.00	SQ YARD	4.15	20,077.70
	C.1 GRASSING				Subtotal:	140,655.95
138	TEMP SEED & MULCH		10,000.00	SQ YARD	0.81	8,100.00
	C.2 TEMP SEED & MULCH				Subtotal:	8,100.00
139	2 1/2" SCHD. 40 PIPE SLEEVES		500.00	Linear Feet	10.89	5,445.00
140	3" SCH 40 PIPE SLEEVES		500.00	Linear Feet	12.50	6,250.00
141	4" SCHD 40 PVC SLEEVES		500.00	Linear Feet	13.36	6,680.00
142	6" SCH 40 PVC SLEEVES		500.00	Linear Feet	16.72	8,360.00
143	8" SCH 40 PVC SLEEVES		500.00	Linear Feet	21.26	10,630.00
144	10" SCH 40 PVC SLEEVES		500.00	Linear Feet	26.64	13,320.00
	D. SLEEVES				Subtotal:	50,685.00
145	NPDS PERMIT		1.00	Each	22,931.95	22,931.95
	A. PERMIT				Subtotal:	22,931.95
146	TESTING ALLOWANCE		1.00	Lump Sum	100,000.00	100,000.00
	B. TESTING ALLOWANCE				Subtotal:	100,000.00
147	BOND		1.00	Lump Sum	164,017.65	164,017.65
	C.1 BONDING				Subtotal:	164,017.65
148	WARRANTY BOND		1.00	Lump Sum	19,709.56	19,709.56
	C.2 WARRANTY BOND				Subtotal:	19,709.56
149	ASBUILTS		1.00	Lump Sum	82,932.99	82,932.99
	D.1 ASBUILT				Subtotal:	82,932.99
150	GENERAL CONDITIONS (BID ALT 1 JEA REUSE)		1.00	Lump Sum	52,958.51	52,958.51
	A1-1 MOB				Subtotal:	52,958.51

		Proposal			
Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description					
151	24" DUCT. IRON PIPE	3,782.00	Linear Feet	391.29	1,479,858.78
152	16" DUCT. IRON PIPE	58.00	Linear Feet	177.09	10,271.22
153	16" GATE VALVE W/ BOX	1.00	Each	10,208.06	10,208.06
154	24" GATE VALVE W/ BOX	6.00	Each	28,762.82	172,576.92
155	24" X 16" TEE	1.00	Each	5,036.68	5,036.68
156	24" 22-1/2 DEGREE BEND W/MEGALUG	2.00	Each	3,665.64	7,331.28
157	16" 45 DEGREE BEND	4.00	Each	1,912.89	7,651.56
158	24" DIP CONFLICT CROSSING	2.00	Each	28,810.52	57,621.04
159	16" PIPE BELL RESTRAINTS	6.00	Each	743.80	4,462.80
160	24" PIPE BELL RESTRAINTS	69.00	Each	1,509.92	104,184.48
161	24" MJ PLUG	3.00	Each	1,827.27	5,481.81
162	SAMPLE POINT	5.00	Each	1,006.33	5,031.65
163	24"X16" TAP SLEEVE & VALV	1.00	Each	26,230.73	26,230.73
164	24" 45 DEG BEND W/MEG	2.00	Each	3,844.49	7,688.98
165	LOCATE WIRE BOX	5.00	Each	411.37	2,056.85
166	PAVEMENT REPAIR-WATERMAIN	60.00	Square Yard	349.35	20,961.00
	A1-2 REUSE			Subtotal:	1,926,653.84
167	TESTING ALLOWANCE	1.00	Lump Sum	30,000.00	30,000.00
	A1-3 TESTING ALLOWANCE			Subtotal:	30,000.00
168	JEA REUSE ASBUILTS	1.00	Lump Sum	24,918.81	24,918.81
	A1-4A JEA ASBUILTS			Subtotal:	24,918.81
GRAND TOTAL:					10,419,868.01

Proposal Certification

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

3AIII

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

3AIIII

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

3B

EVALUATION CRITERIA

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR PINWALK GREENBRIAR ROAD WIDENING

PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must (i) hold all required local, state and federal licenses in good standing, (ii) be authorized to do business in St. Johns County and the State of Florida, (iii) Proposer or its principals will have constructed three (3) projects similar in quality and scope with a minimum of \$10,000,000 in total volume construction cost within the last five (5) years; (iv) Proposer will have minimum bonding capacity of \$20,000,000 from a surety company acceptable to the District.

2. PRICE (60 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing. Points available for price will be allocated as follows:

45 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

15 Points are allocated for the reasonableness of unit prices and balance of bid.

3. PERSONNEL & EQUIPMENT (10 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; experience of key management and assigned personnel performing projects in Duval and St. Johns Counties; present ability to staff, equip and manage the Project; proposed staffing levels; proposed equipment; capability of performing the work; geographic location; inventory of all equipment; etc.

4. EXPERIENCE (10 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past & current record and experience of the Proposer (and/or subcontractors and suppliers) in Duval and St. Johns Counties; past performance in any other contracts; etc.

5. SCHEDULE (20 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

10 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

100 Total Points Possible

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

PINEWALK GREENBRIAR ROAD WIDENING PROJECT

EVALUATION CRITERIA MATRIX

PROPOSER	PRELIMINARY REQUIREMENTS	PRICE	PERSONNEL & EQUIPMENT	EXPERIENCE	SCHEDULE	TOTAL POINTS
	PASS/FAIL	60 POINTS	10 POINTS	10 POINTS	20 POINTS	100 POINTS
A.J. Johns						
Besch and Smith						
C.W. Matthews						
Vallencourt						
NOTES						

Completed by: _____
Board Member's Signature

Date: _____

Printed Name of Board Member

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

3C

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

4

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Greenbriar Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove certain Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective January 22, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 22, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 22nd day of January, 2025.

ATTEST:

**GREENBRIAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Greenbriar Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT:

1. ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**GREENBRIAR COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Regional Development, 50 Silver Forest Drive, Suite 203, St. Augustine, Florida 32092</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February 13, 2025	Regular Meeting	3:00 PM
March 13, 2025	Regular Meeting	3:00 PM
April 10, 2025	Regular Meeting	3:00 PM
May 8, 2025	Regular Meeting	3:00 PM
June 12, 2025	Regular Meeting	3:00 PM
July 10, 2025	Regular Meeting	3:00 PM
August 14, 2025	Regular Meeting	3:00 PM
September 11, 2025	Regular Meeting	3:00 PM

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

GREENBRIAR

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 23,085	\$ -	\$ -	\$ 23,085
Due from Landowner	7,102	-	8,140	15,242
Due from general fund	-	-	7,299	7,299
Total assets	<u>\$ 30,187</u>	<u>\$ -</u>	<u>\$ 15,439</u>	<u>\$ 45,626</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 12,171	\$ -	\$ 15,439	\$ 27,610
Due to Landowner	-	18,991	360,601	379,592
Due to capital projects fund	7,299	-	-	7,299
Landowner advance	10,822	-	-	10,822
Total liabilities	<u>30,292</u>	<u>18,991</u>	<u>376,040</u>	<u>425,323</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	7,102	-	-	7,102
Total deferred inflows of resources	<u>7,102</u>	<u>-</u>	<u>-</u>	<u>7,102</u>
Fund balances:				
Restricted for:				
Debt service	-	(18,991)	-	(18,991)
Capital projects	-	-	(360,601)	(360,601)
Unassigned	(7,207)	-	-	(7,207)
Total fund balances	<u>(7,207)</u>	<u>(18,991)</u>	<u>(360,601)</u>	<u>(386,799)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 30,187</u>	<u>\$ -</u>	<u>\$ 15,439</u>	<u>\$ 45,626</u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,381	\$ 8,057	\$ 98,790	8%
Total revenues	<u>2,381</u>	<u>8,057</u>	<u>98,790</u>	8%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	6,000	48,000	13%
Legal	438	2,746	25,000	11%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	2,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	-	73	500	15%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	104	310	750	41%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>2,601</u>	<u>14,729</u>	<u>98,790</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	(220)	(6,672)	-	
Fund balances - beginning	(6,987)	(535)	-	
Fund balances - ending	<u>\$ (7,207)</u>	<u>\$ (7,207)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	<u>(18,991)</u>	<u>(18,991)</u>
Fund balances - ending	<u><u>\$(18,991)</u></u>	<u><u>\$(18,991)</u></u>

**GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>8,140</u>	<u>8,140</u>
Total expenditures	<u>8,140</u>	<u>8,140</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (8,140)	 (8,140)
 Fund balances - beginning	 <u>(352,461)</u>	 <u>(352,461)</u>
Fund balances - ending	<u><u>\$ (360,601)</u></u>	<u><u>\$ (360,601)</u></u>

GREENBRIAR
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
GREENBRIAR COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Greenbriar Community Development District held a Regular Meeting on October 30, 2024 at 3:00 p.m., at the offices of Regional Development, 50 Silver Forest Drive, Suite 203, St. Augustine, Florida 32092

Present at the meeting were:

Joshua Breakstone	Chair
Noah Breakstone	Assistant Secretary
Kevin Kramer	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Mike Eckert	District Counsel
Peter Ma	District Engineer
Samantha Breakstone	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors Kramer, Joshua Breakstone and Noah Breakstone were present. Supervisors Mays and Onorato were not present.

Mr. Torres asked to modify the agenda and consider the acceptance of the resignation of Kevin Mays after public comments. The Board agreed to the request.

SECOND ORDER OF BUSINESS

Public Comments

There were no members of the public present.

▪ **Acceptance of the Resignation of Kevin Mays from Seat 2 & Appointment to Fill Seat 2**

This item was an addition to the agenda.

Mr. Torres presented Mr. Kevin Mays' resignation letter.

On MOTION by Mr. Joshua Breakstone and seconded by Mr. Kramer, with all in favor, the resignation of Kevin Mays from Seat 2, was accepted.

Mr. Joshua Breakstone nominated Ms. Samantha Breakstone to fill Seat 2. No other nominations were made.

On MOTION by Mr. Joshua Breakstone and seconded by Mr. Noah Breakstone, with all in favor, the appointment of Ms. Samantha Breakstone to Seat 2, was approved.

▪ **Administration of Oath of Office to Samantha Breakstone (Seat 2)**

This item was an addition to the agenda.

Mr. Torres, a Notary of the state of Florida and duly authorized, administered the Oath of Office to Ms. Samantha Breakstone. Mr. Eckert gave a brief overview of the contents of the new Supervisor's packet, including the Sunshine Law and the public records laws.

THIRD ORDER OF BUSINESS

**Review of Responses to RFP for Pinewalk
Phase 1 Collector Road Project**

A. Respondents

I. A.J. Johns, Inc.

II. C.W. Matthews Contracting Co., Inc.

III. Vallencourt Construction Company, Inc. (Vallencourt)

Mr. Ma stated that five companies attended the mandatory pre-bid meeting and, of the five, three responded.

B. Evaluation/Ranking

Mr. Ma reviewed a prepared bid summary and concluded that, based on the base bid of approximately \$11 million, Vallencourt Construction Company, Inc. (Vallencourt) appears to be the lowest bidder and Vallencourt was the only respondent that submitted bid alternates and an amount for the cascading rear walls.

Mr. Eckert explained the Evaluation Criteria and coordinated completion of the ranking sheets. Mr. Torres tabulated the results of the Evaluation Criteria, as follows:

#1	Vallencourt Construction Company, Inc.	98.5 points
#2	A. J. Johns, Inc.	96.2 points
#3	C.W. Matthews Contracting Co., Inc.	87.3 points

C. Award of Contract

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, ranking Vallencourt Construction Company, Inc., as the #1 ranked respondent to the RFP Pinewalk Phase 1 Collector Road Project, with 98.5 points; A. J. Johns, Inc., as #2 respondent, with 96.2 points; and C.W. Matthews Contracting Co., Inc., as #3 respondent, with 87.3 points; awarding the Pinewalk Phase 1 Collector Road Project contract to Vallencourt; and authorizing District Staff to negotiate a form of agreement and for the Chair or Vice Chair to execute, was approved.

FOURTH ORDER OF BUSINESS

Review of Responses to RFQ for Continuing Construction Engineering & Inspection Services

Mr. Torres stated only three responses were received to the Request for Qualifications (RFQ) for Continuing Construction Engineering & Inspection Services.

Mr. Eckert recalled that, when the Board agreed to publicize the RFQ, it was amenable to engaging multiple companies, depending on the projects and the expertise of the companies.

A. Respondents

I. England, Thims & Miller, Inc.

II. Matthews|DCCM

III. Prosser|Prime AE

B. Evaluation/Ranking

Mr. Eckert reviewed the Evaluation Criteria and coordinated completion of the rankings. Mr. Torres tabulated the results of the Evaluation Criteria, as follows:

#1	England, Thims & Miller, Inc.	95 points
#2	Prosser Prime AE	95 points
#3	Matthews DCCM	84 points

On MOTION by Ms. Breakstone and seconded by Mr. Joshua Breakstone, with all in favor, ranking England, Thims & Miller, Inc., and Prosser|Prime AE as the #1 and #2 respondents to the RFQ for Continuing Construction Engineering & Inspection Services, each with 95 points, and Matthews|DCCM as the #3 respondent, with 84 points, was approved.

C. Award of Contract

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in awarding the Master Engineering Services Continuing Construction Engineering & Inspection Services contract to England, Thims & Miller, Inc., and to Prosser|Prime AE; authorizing District Staff to negotiate a form of agreement and for the Chair or Vice Chair to execute, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

This item was deferred.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2024

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

SEVENTH ORDER OF BUSINESS

Approval of September 12, 2024 Public Hearing and Regular Meeting Minutes

On MOTION by Mr. Joshua Breakstone and seconded by Mr. Kramer, with all in favor, the September 12, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Eckert stated Ms. Breakstone does not have to complete the required four hours of ethics training for 2024 but she will need to do so by December 31, 2025. All other Supervisors must complete their training by December 31, 2024.

Mr. Eckert stated that, going forward, every contract that the CDD enters into, amends or extends must be accompanied by an anti-trafficking affidavit, executed by the contractor.

B. District Engineer (Interim): England-Thims & Miller

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING: November 14, 2024 at 3:00 PM**
 - **QUORUM CHECK**

The next meeting will be held on November 14, 2024 at 3:00 p.m.

NINTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Kramer and seconded by Mr. Joshua Breakstone, with all in favor, the meeting adjourned at 3:48 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair