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January 6, 2023

Aristida Homeowners Association, Inc
c/o Wise Property Management, Inc. / Joseph Vilardi, LCAM
18550 N. Dale Mabry Hwy.
Lutz, FL 33548

Re: SWFWMD ERP - Stormwater Retention System Permit Renewal Compliance Work Proposal
SWFWMD Project Name: **Aristida - Phase 1** (81.8 acres)
Permit No. 40 002878.005 / Pasco County

CES Engineering is pleased to propose providing the following services, equipment, labor, materials, and transportation to conduct stormwater retention system maintenance/repair work at Aristida, located in New Port Richey, FL., as follows:

- Cut, clear and remove excessive overgrowth and nuisance vegetation on both sides and inside the Skimmers of six (6) of the Concrete Weir Structures in the swales along roads or wetlands. Clear silt build up under Skimmers and re-trench the discharge side into wetland as, necessary.
- Cut, clear and remove excessive overgrowth and nuisance vegetation on both sides and inside the Skimmers of eighteen (18) of the Concrete Weir Structures in the swales that are behind or along the sides of the swales of homes/lots that discharge to the wetland. Clear silt build up under Skimmers and re-trench the discharge side into wetland as, necessary.
- Clear silt build and vegetation in/at the pipe end of the Mitered End Section (MES)/Pipe ends of the culvert system that runs under the road and connects the wetlands just north of Macoso Ct. (both sides of the road).
- Clear the debris and muck from the top grate of the large Type H inlet basin on the north side of the road (Alico Pass) that receives flow from the mitigation area. Inspect the basin to determine if there is debris and muck inside the basin that needs to be removed.
- Cut, clear and remove overgrowth and nuisance vegetation around the end of the connecting MES/pipe structure on the opposite side of the road (that receives flow from the Type H inlet basin).

- Lift the grate on the ditch bottom inlet basin on the north side of Alico and remove silt and vegetation in the basin discharges on the south side (near the entrance)
- Cut, clear and remove overgrowth and nuisance vegetation around the end of the connecting MES/pipe structure on the opposite side of the road

Price to apply (above work): Service, Equipment, Labor, Materials & Oversight @ \$37,400.00

***Plus Florida State Sales Tax, if applicable.**

NOTES/CONDITIONS:

Client (property owner) shall provide access to property and on-site staging area for equipment and materials, if necessary.

It is the responsibility of the Property Owner, Manager or HOA Board to NOTIFY residents that workers will be on site and will use designated easements for access to the ponds. In the event that easements are blocked by fences or other obstructions, it will be the responsibility of the Property Owner, Manager or HOA Board to coordinate access for workers through other areas and NOTIFY those residents. **We request at that this be done before the work starts.** If workers are harassed by residents over access routes, then the work will stop, the Property Manager and/or HOA Board members will be notified and requested to resolve any issues before the work resumes. At our discretion there will be a minimum fee of \$500.00 fee to re-mobilize and re-start work.

Price **does not** include any cost that may be required if it becomes necessary to review or apply for any SWFWMD permits or county permits. However, this work scope is considered maintenance.

Please note that **irrigation of any new sod is the responsibility of the property owners**, or others after work is completed.

Price does not include the removal of any hazardous materials that may be uncovered (discovered) while any excavation work is being conducted.

All cut material and debris will be **removed** from jobsite and disposed of at an **approved** off-site location. All Dump Fees included.

CES Engineering is only responsible for utilities and wiring indicated by Sunshine Dig of Florida locators. Any other foreign utilities such as well and irrigation, residential alarms, gutter drains, and associated electrical wiring connections, etc., **are the responsibility of the property owner to locate or identify**, repair, and/or replace if damaged during excavation. If irrigation lines or sprinkler heads are accidentally broken while our work is being conducted, they will be capped, marked and the HOA will be notified. However, we would prefer that the property owner's maintenance staff or irrigation contractor mark lines or meet us at project site to review at job start.

All work to be conducted by experienced personnel, in a workmanship like manner

Price good for 30 days

Terms: 30% with order, 30% upon mobilization & materials order, and balance upon completion or as negotiated.

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to CES ENGINEERING, INC. as a result of—or in connection with—the submission of this proposal, CES ENGINEERING, INC. and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Proposed price is for the work scope as indicated above, **only**. When the above work is completed, images of the completed work will be provided for sign-off. If you have any questions regarding our quote, please feel free to call me or Michael Cammisa, P.E., (813) 969-2366.

Sincerely
CES ENGINEERING, INC.

Richard Gagen
Project Manager

Terms and Conditions:

- 1) This quotation is subject to CES's standard terms and conditions included here within, except as modified by this quotation.
- 2) Price is quoted and shall be payable in U.S. Currency, plus any local taxes, state taxes, federal taxes, sales taxes, labor taxes, permit fees. Any typographical or clerical errors in the price or specifications are subject to correction. All prices **EXCLUDE** sales tax and use tax.
- 3) The Client agrees that if the shipment of the material is delayed by any act or omission on the part of the purchaser, payment shall become due within thirty days after the material is ready for shipment. The Client agrees to pay interest of 1-1/2 % per month on net due on all past invoices.
- 4) The Client order shall be deemed to incorporate, without exception, all the terms and conditions hereof. No modification of these terms and conditions shall be any force or affected by CES's mere acknowledgment or acceptance of The Client purchase order forms, which may contain different terms and conditions.
- 5) The title and rights of possession of the described articles shall remain vested in CES until the client shall have made full payment thereof in cash and this right shall not be waived by attachment of said articles to the real estate. Upon failure to make agreed payments, or any part thereof, CES is to retain any and all partial payments which may have been made as liquidating damages and shall be entitled to take immediate possession of said materials. The Client shall pay to CES any cost of collection, including attorney's fees or other expenses incurred. This contract shall be governed by and subject to the laws of the State of Florida. The Client consents to the jurisdiction by the Hillsborough County Courts of Florida in matters related to this contract.
- 6) After acceptance, orders may be canceled only with CES's written consent and on terms that will indemnify us against loss. Returned equipment or materials will be subject to discount.
- 7) No local, state or federal permit fees are included within the terms of the contract. The Client if applicable shall be responsible for any local, state and federal permit fees.
- 8) CES guarantees to repair or replace to any part of the equipment and/or materials, which has been shown to be defective in material or workmanship under normal use, **F.O.B. its factory**, promptly and within one year from shipment. IN NO EVENT SHALL CES BE LIABLE FOR CONSEQUENTIAL DAMAGES. (Including, without limitation, loss of time, inconvenience, loss of production, or penalties incurred). CES shall not be liable for failure to perform or delay in performing obligation if such failure or delay shall be caused directly or indirectly by insurrection, riot, war or usurped power, or by order of any civil or military authority or by fire, flood or other natural disasters, strike or labor difficulty beyond reasonable control.
- 9) Contractor (GC) to provide property owner / manager with "certificate of insurance" while on project site, upon request.
- 10) All debris will be **removed** from jobsite and disposed of at an **approved** off- site location.
- 11) All work to be conducted by experienced personnel, in a workmanship like manner.
- 12) Terms: 15 days upon completion.
- 13) Proposal is good for 30 days, and based on start of work within 90 days from the signed agreement.

If the preceding items are satisfactory to you, please sign the following as your approval of its content. Please retain a copy for your records. Your business is greatly appreciated.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. CES Engineering is authorized to do the work as specified.

ARISTIDA REPRESENTATIVE

Name: _____

Title: _____

Signed: _____

Date: _____

CES ENG. INC. - REPRESENTATIVE

Name: _____

Title: _____

Signed: _____

Date: _____

