# Town Council Meeting

**August 25, 2025 at 6:00 PM**
**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

**Join Zoom Meeting:** https://us06web.zoom.us/j/81645209940?pwd=p3z7mFcLPDXONS4dPiATd0ZtqcG6fT.1
**Meeting ID:** 816 4520 9940 | **Passcode:** 785628

## AGENDA

Call the Town Council Meeting to order
Pledge of Allegiance to the Flag
Invocation by Councilor Reneé Lannamañ

**ROLL CALL**
Acknowledgement of Quorum Present and Proper Notice Given

**WELCOME AND INTRODUCTION OF GUESTS**

**AGENDA APPROVAL/REVIEW**

**PUBLIC QUESTION & COMMENT**
*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

**CONSENT AGENDA**
*Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.*

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 22, 2025, Town Council Budget Workshop.

2. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 28, 2025, Town Council Meeting.

3. The approval of the minutes and ratification and confirmation of all Town Council actions at the August 7, 2025, Town Council Budget Workshop.

4. The approval of the minutes and ratification and confirmation of all Town Council actions at the August 11, 2025, Town Council Meeting.

**PUBLIC HEARING**

5. Consideration and Approval: (Second Reading) **Ordinance 2025-005 - Platting Process Changes**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO DEVELOPMENT; PROVIDING FINDINGS; AMENDING SECTION 4.09.00 OF THE HOWEY-IN-THE-HILLS LAND DEVELOPMENT CODE; DELETING OBSOLETE AND INCORRECT LANGUAGE REQUIRING VACATION OF PRIOR PLATS BEFORE REPLATTING; CLARIFYING AND REVISING PROCEDURES AND REQUIREMENTS FOR REVIEW AND APPROVAL OF PROPOSED PLATS OF LAND TO CONFORM TO 2025 AMENDMENTS TO PART I OF CHAPTER 177 OF THE FLORIDA STATUTES; REQUIRING TOWN COUNCIL APPROVAL AS A CONDITION TO APPROVAL OF PLATS FOR PRIVATE, GATED SUBDIVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

- Mayor will read the Ordinance title.
- Town Planner will explain Ordinance 2025-005.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to approve Ordinance 2025-005.
- Council Discussion.
- Roll Call Vote.

## OLD BUSINESS

6. Consideration and Approval: **Florida Department of Transportation (FDOT) Restriping of Palm Ave. to Remove On-Street Parking**

## NEW BUSINESS

7. Consideration and Approval: **Lake Hills Commercial S.R. 19 Access Design**

8. Consideration and Approval: **Water Treatment Plant #3 Construction Bid (RFB 2025-007)**

9. Discussion: **Woodard & Curran Presentation**

10. Discussion: **Public Services 20-Year Road Plan**

## DEPARTMENT REPORTS

11. Town Manager

## COUNCIL MEMBER COMMENT

12. Mayor Pro Tem Everline

13. Councilor Arnold

14. Councilor Miles

15. Councilor Lannamañ

16. Mayor Wells

## ADJOURNMENT

**To Comply with Title II of the Americans with Disabilities Act (ADA):**

Qualified individuals may get assistance through the Florida Relay Service by dialing 7-1-1. Florida Relay is a service provided to residents in the State of Florida who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled that connects them to standard (voice) telephone users. They utilize a wide array of technologies, such as Text Telephone (TTYs) and ASCII, Voice Carry-Over (VCO), Speech to Speech (STS), Relay Conference Captioning (RCC), CapTel, Voice, Hearing Carry-Over (HCO), Video Assisted Speech to Speech (VA-STS) and Enhanced Speech to Speech.

**Howey Town Hall** is inviting you to a scheduled Zoom meeting.
Topic: **Town Council Meeting**
Time: **Aug 25, 2025 06:00 PM Eastern Time** (US and Canada)
Join Zoom Meeting
https://us06web.zoom.us/j/81645209940?pwd=p3z7mFcLPDXONS4dPiATd0ZtqcG6fT.1
Meeting ID: 816 4520 9940
Passcode: 785628
Dial by your location
**+1 646 558 8656 US (New York)**
**+1 346 248 7799 US (Houston)**
Meeting ID: 816 4520 9940
Passcode: 785628
Find your local number: https://us06web.zoom.us/u/kev8qVuKVN

Please Note: In accordance with F.S. 286.0105: Any person who desires to appeal any decision or recommendation at this meeting will need a record of the proceedings, and that for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The Town of Howey-in-the-Hills does not prepare or provide this verbatim record. Note: In accordance with the F.S. 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737, (352) 324-2290 at least 48 business hours in advance of the meeting.

# Town Council Budget Workshop

**July 22, 2025 at 1:00 PM**

**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

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## MINUTES

Mayor Wells called the Town Council Budget Workshop to order at 1:07 p.m.
Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.
Councilor Reneé Lannamañ delivered an invocation.

## ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

**MEMBERS PRESENT:**
Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ (via Zoom until 1:14 pm, when she arrived in person) | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**
Sean O'Keefe, Town Manager (via Zoom) | Morgan Cates, Public Services Director | Mike Giddens, Police Lieutenant | Rick Thomas, Police Chief | James Southall, Public Utilities Supervisor | Oscar Ojeda, Finance Supervisor | Amanda Moldan, Library Director | John Brock, Deputy Town Manager / Town Clerk

## WELCOME AND INTRODUCTION OF GUESTS

None

## AGENDA APPROVAL/REVIEW

**Motion made by Councilor Arnold to approve the meeting's agenda; seconded by Councilor Miles. Motion approved unanimously by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

## PUBLIC QUESTION & COMMENT

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

**Andi Everline, 1012 N. Lakeshore Blvd.** – Town resident, Andi Everline, spoke on the topic of ethics and urged the Council to remain mindful of this responsibility, particularly as they deliberate on the budget, and to ensure that taxpayer dollars are spent with integrity and accountability.

## NEW BUSINESS

1. Discussion: **Municipal Complex Site Selection**

   The Town Council held a detailed discussion on a proposal by Councilor Miles to allocate $20,000 in the upcoming budget for a site selection study for a future municipal complex. Councilor Miles explained that this step would initiate long-term planning for a consolidated Town Hall, police station, and expanded library facilities, aligned with the existing five-year capital improvement plan. He emphasized that without early planning, the Town would face continued delays in addressing critical space and infrastructure issues.

   Mayor Pro Tem Everline, along with Councilor Arnold and Councilor Lannamañ, expressed strong reservations, citing more pressing infrastructure needs, particularly the escalating costs associated with the water treatment plant project, which is now estimated to reach $12 million. Mayor Pro Tem Everline also questioned the necessity of outsourcing site selection, arguing it could be handled internally, and noted that no residents had raised the need for a new municipal complex. Councilor Lannamañ echoed these concerns and advocated for leveraging developer partnerships for future funding, while maintaining focus on water infrastructure first.

   Mayor Wells acknowledged the financial pressures, particularly the urgency of securing an additional $4.3 million for the water plant within a 355-day window. He noted recent preliminary conversations with developers about potential early payment of impact fees to help address the funding gap. However, Mayor Wells also agreed that the Town's limited land availability raised questions about the value of spending $20,000 on site selection when staff could explore options.

   Police Chief Rick Thomas urged caution in dismissing the complex altogether, citing serious deficiencies in existing facilities, including pest infestations, mold, and cybersecurity vulnerabilities. He warned that a critical incident could force the Town to act reactively at significant cost.

   Ultimately, during a straw poll taken at the workshop, Councilors Lannamañ and Arnold, Mayor Pro Tem Everline, and Mayor Wells opposed adding the $20,000 to the budget, while Councilor Miles supported the allocation. The proposal did not move forward.

2. Discussion: **Road Improvement, Finger Pier, and Dock Replacement Program**

   During the workshop discussion on road improvements and dock replacements, Mayor Wells introduced the topic by noting it had been previously reviewed and asked for a high-level overview. Councilor Miles reiterated his earlier proposal to bond the necessary funds to complete municipal dock repairs and reconstruct six roads identified in Category One of the Public Services Director's report. He argued that doing the work all at once would achieve economies of scale and allow the Town to pay off the bond over five years using existing revenue streams, eliminating uncertainty about future costs.

   Mayor Wells raised a technical concern about the interest rate assumptions used in Mr. Miles' proposal. He noted that, while the repayment schedule was based on a 4.0% rate, the most recent five-year bond rate was 4.75%, which would impact the total cost and potentially exceed the "not to exceed" figures listed in the proposal. Councilor Miles responded that he was projecting a lower rate six months ahead based on economic trends.

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Councilor Arnold opposed the proposal, citing the need for staggered road repairs to avoid future simultaneous deterioration and reaffirming support for the Town's current phased road improvement plan as developed by Public Services Director Cates. Councilor Lannamañ agreed, stating the Town should stick to Mr. Cates' plan. Mayor Pro Tem Everline simply stated his opposition, and Councilor Miles pointed out that the Council had already deviated from the plan earlier in the year by removing East Holly from it. The discussion concluded with a consensus not to proceed with the bond-funded comprehensive road and dock improvement plan.

Mayor Wells opened Public Comment for this item only.

**Diana Ballou, 1005 N. Tangerine Ave.** – Town resident, Diana Ballou, raised a concern about the practicality of investing in road improvements before potential sewer installations, questioning whether roads would be torn up again for future sewer work. She argued against spending significant funds on road projects that may later be disrupted, and instead advocated for a more incremental, budget-conscious approach, likening it to how homeowners prioritize repairs. In response, Councilor Miles explained that sewer lines are typically run along the sides of streets, which could minimize disruption to newly paved roads. He further stated his support for financing major road projects through borrowing, drawing a parallel to taking out a mortgage and repaying it over time.

**Andi Everline, 1012 N. Lakeshore Blvd.** – Town resident, Andi Everline, expressed support for prioritizing repairs to the Town's docks and piers, noting concerns about their deteriorating condition and potential safety hazards. She emphasized the importance of addressing these issues before someone is injured. In contrast, Mrs. Everline questioned the urgency of road repairs, stating that the roads in Howey-in-the-Hills are in relatively good condition compared to those in northern states, where harsh winters cause significant annual damage. She characterized the Town's roads as part of its charm and not currently in need of major investment. Mayor Wells responded by acknowledging that road improvements may not be the most pressing funding priority at this time.

**Tom Ballou, 1005 N Tangerine Ave.** – Town resident, Tom Ballou, commented on the condition of North Tangerine Avenue, stating that, while he would appreciate having his street improved to the standard of North Dixie, he does not see it as an urgent need. He noted that the only issue on his street is a shallow depression that barely qualifies as a pothole by northern standards and actually helps calm traffic by encouraging cautious driving. Mr. Ballou concluded that, although he supports eventual improvements, there are currently more important priorities for the Town's spending.

3. Discussion: **Fiscal Year 2025-2026 Budget**

Town Manager, Sean O'Keefe, summarized the executive budget highlights, including a proposed reduction in the millage rate from 7.5 to the rollback rate of 7.0227, a proposed 7% salary increase for staff across departments, and the addition of a building permit clerk position in anticipation of increased construction. The proposed budget includes only a 1.77% increase in water rates (tied to the Municipal Cost Index), with no increases in sanitation or wastewater rates.

Mayor Wells noted a proposal within the budget to increase council pay, which would be discussed later. A detailed exchange followed regarding the implications of adopting the rollback rate. Mayor Pro Tem Everline emphasized that adopting a rollback rate does not lower taxes, while Councilor Miles disagreed, stating that it prevents increased taxation for existing residents by using new construction revenues instead. Mayor Wells clarified that, while the rollback rate would not reduce existing residents' tax bills, it would avoid increasing them and confirmed that the current balanced budget was based on the rollback rate.

The discussion then turned to the library department. Councilors questioned a proposed 26.26% salary increase for a library assistant, which Mayor Pro Tem Everline argued was excessive relative to comparable positions in the county. Mayor Wells and Library Director Moldan defended the increase as



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necessary to bring the assistant's pay in line with other similarly responsible positions within the Town. Councilor Miles suggested that all salary issues be discussed together rather than within each department's review.

Councilor Miles also questioned the use of a $200,000 grant for library expansion, expressing a preference for incorporating the library into a new municipal complex rather than expanding the current facility. Town staff responded that the grant was earmarked for library design and could potentially be used for a new location if approved by the funding entity. Other concerns were raised regarding reductions in the book budget and increases in communications costs, which were attributed to the expiration of a previous impact fee and uncertainty surrounding e-rate reimbursements, respectively. Public Services Director Cates also noted that any expansion should consider the capacity of the existing lift station and potential ERU impacts.

Shifting to general salary discussion, Mayor Pro Tem Everline presented data showing significant increases in Town payroll over the last five years and questioned the sustainability of continuing such increases. He argued that some raises outpaced consumer price index trends and were out of line with practices in nearby towns. He also raised concerns about how the Town Manager position was created and filled. Councilor Miles defended many of the salary increases, citing the Town's efforts to catch up to regional salary standards.

Town Manager O'Keefe explained that the proposed 7% increase was part of a three-year strategy aligned with a salary study conducted by the City of Mascotte and adjusted for CPI, intended to bring Howey's compensation up to par with the regional market. Specific outliers were discussed, including the code enforcement officer, who received a smaller increase due to already being at the top of the market range.

The Council engaged in an extensive and, at times, contentious discussion regarding salary increases, recruitment challenges, pay equity, and budgeting priorities, particularly as they pertain to the police department and other staff positions. Councilor Miles questioned why two vacant police officer positions were proposed to receive only a 2.33% raise when other positions were receiving 7%, arguing for parity in pay to help with recruitment and retention. Town Manager O'Keefe explained that compression with existing officers' salaries influenced the recommendation, as newer hires receiving the same or more than those with tenure could create inequities.

Councilor Miles also raised concerns about a reintroduced building permit clerk position, which was clarified as distinct from the recently added executive assistant role. There was general support for reevaluating how raises are distributed, particularly regarding staff who have been employed less than a year. Mayor Pro Tem Everline questioned whether raises should be granted to employees with less than six months of service, contrasting private sector norms with current Town practices.

Police Chief Thomas then presented his own proposal: a 7% raise for new officers, 10% for existing officers including himself, and 12% for supervisory staff. Several Council members expressed agreement with the need to address low police compensation, especially in light of higher pay scales and signing bonuses in neighboring jurisdictions. Councilor Miles made a motion to accept the Town Manager's proposed budget with the exception of the police department, for which he proposed adopting Chief Thomas' pay structure, with the Town Manager to return at the next meeting with funding options to cover the increases without altering the rollback millage rate.

Councilor Lannamañ expressed concern about the overall balance and fairness of the salary increases, suggesting the need for longevity-based considerations, particularly for long-serving employees such as the Public Utilities Supervisor. Councilor Arnold advocated for a decentralized, merit-based approach, proposing that department directors be given lump-sum personnel budgets to manage internally according to performance, rather than across-the-board percentage increases.

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There was general consensus among department heads, including the Town Clerk, Police Chief, and Public Services Director, that the police department is underpaid and that merit-based raises and market rate adjustments are necessary to remain competitive. Staff also noted that recent increases in labor costs were partly offset by reductions in contractor expenditures and improved service efficiency.

Ultimately, Councilor Miles reiterated his request for the Town Manager to return with a revised proposal reflecting the police department raises as requested by the Chief, maintaining the existing structure for all other departments, and identifying the fiscal impact and potential funding sources, particularly while preserving the rollback rate. The discussion closed with some members still withholding support pending receipt of the final cost estimates.

As the budget workshop continued, discussion turned to a proposed increase in Council compensation. Mayor Wells explained that he had asked the Town Manager to include the item for discussion, noting that the current $200 monthly stipend for Council members is the lowest in the county. The proposal would raise it to $300, with proportional increases for the Mayor and Mayor Pro Tem. This change would not restore compensation to pre-2020 levels, when the Mayor received $12,000 and Council members $4,800, but would represent a partial adjustment.

Council members were divided on the proposal. Councilor Miles supported the increase, recalling past cuts and emphasizing the value of restoring partial compensation. Councilor Lannamañ and Mayor Wells also supported the change, while Mayor Pro Tem Everline and Councilor Arnold opposed it, citing concerns about public perception and the optics of increasing Council pay during a time of fiscal constraint. Ultimately, there was no formal vote, but a straw poll showed majority support, and the proposed increase remained in the budget for further consideration.

The discussion then briefly turned to capital improvement priorities, including Pine Park and repainting the Town's water tower. Councilor Lannamañ asked whether either project was funded in the current budget. Staff clarified that neither project was currently budgeted, citing a lack of available park impact fees and the prior loss of a matching grant for the water tower repainting project, which would have required approximately $250,000 in Town funds due to lead-based paint removal costs.

Councilor Miles requested that future versions of the personnel chart clearly identify which fund each position is paid from, to better track expenditures across departments. The Town Manager agreed to include that in the next presentation. Councilor Miles also commended the Mayor and Finance Supervisor for presenting personnel costs in accordance with generally accepted accounting principles, noting that this year's budget format was much clearer than in previous years.

**ADJOURNMENT**

**There being no further business to discuss, a motion was made by Councilor Arnold to adjourn the meeting; Councilor Lannamañ seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 3:40 p.m. | **Attendees: 22**

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Graham Wells, CMC, Mayor

ATTEST:

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John Brock, Town Clerk

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# Town Council Meeting

**July 28, 2025 at 6:00 PM**
**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

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## MINUTES

Mayor Wells called the Town Council Meeting to order at 6:03 p.m.
Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.
Councilor Reneé Lannamañ delivered an invocation.

## ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

**MEMBERS PRESENT:**
Mayor Pro Tem Tim Everline (via Zoom) | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**
Sean O'Keefe, Town Manager (via Zoom) | Tom Wilkes, Town Attorney | Rick Thomas, Police Chief | Morgan Cates, Public Services Director | John Brock, Deputy Town Manager / Town Clerk

**Motion made by Councilor Lannamañ to allow Mayor Pro Tem Everline to participate and vote remotely via Zoom; seconded by Councilor Miles. Motion approved unanimously by voice vote.**

**Voting**
**Yea**: Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay**: None

## WELCOME AND INTRODUCTION OF GUESTS

None

## AGENDA APPROVAL/REVIEW

**Motion made by Councilor Lannamañ to approve the meeting's agenda, but to remove agenda item #3 from the agenda; seconded by Councilor Arnold. Motion approved by voice vote.**

**Voting**
**Yea**: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Mayor Wells
**Nay**: Councilor Miles

**PUBLIC QUESTION & COMMENT**

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

**Marie Gallelli, 1104 N Tangerine Ave.** – Town resident, Marie Gallelli, inquired about the status of the new proposed business taking over the old Howey Market location, if Citrus Avenue's reconstruction would incorporate features to minimize future sewer installation costs, and if any new grants had been secured.

Mrs. Gallelli raised concerns about missed garbage pickups. Mrs. Gallelli concluded by encouraging residents to attend the upcoming budget meeting on August 7th at 1:00 p.m., noting she would be present and urging others to review and question the budget.

**Diana Ballou, 1005 N. Tangerine Ave.** – Town resident, Diana Ballou, urged the Council to reconsider proposed salary increases, noting that tough economic times make such decisions burdensome for residents. She emphasized that Council members are elected to serve all citizens.

**Banks Helfrich, 9100 Sams Lake Rd., Clermont, FL** – County resident, Banks Helfrich, delivered a patriotic message in honor of America's 249th birthday, highlighting the nation's unique identity as a diverse and inclusive melting pot. He emphasized that all Americans, regardless of origin, share a common immigrant heritage and urged compassion toward newcomers. He also praised a recent beautification project near Town Hall, completed through a partnership between Morgan Cates, Keep Lake Beautiful, and the Town of Howey.

**Andi Everline, 1012 N. Lakeshore Blvd.** - Town resident, Andi Everline, questioned delays on the Gardenia Street project. Public Services Director, Morgan Cates, explained that recent rain and utility conflicts, specifically a fiber optic line needing relocation by Lumen Communications, have caused setbacks. Mr. Cates stated that work should resume soon to avoid repaving the intersection twice. The delay has lasted several weeks.

**CONSENT AGENDA**

*Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.*

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the July 10, 2028, Town Council Meeting.

**Motion made by Councilor Lannamañ to approve the Consent Agenda; seconded by Councilor Arnold. Motion approved unanimously by voice vote.**

**Voting**
**Yea**: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay**: None

**PUBLIC HEARING**

None

**OLD BUSINESS**

2. The approval of the minutes and ratification and confirmation of all Town Council actions at the June 23, 2025, Town Council Meeting.

   **Motion made by Councilor Miles to approve version 5 of the June 23,2025 Town Council Meeting Minutes; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote**



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**Voting**
**Yea**: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay**: None

3. Consideration of Approval: **E Holly St. Budgeting**

***THIS ITEM WAS REMOVED FROM THE AGENDA DURING THE AGENDA APPROVAL SECTION OF THE MEETING***

**NEW BUSINESS**

4. Consideration and Approval: **Resolution 2025-009 - Proposed Maximum Millage Rate**

Mayor Wells read Resolution 2025-009 out loud by title only.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; SETTING THE PROPOSED MAXIMUM MILLAGE RATE OF AD VALOREM TAXATION AND SETTING THE DATE, TIME, AND PLACE OF THE FIRST PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager, Sean O'Keefe, clarified that this is a not-to-exceed rate required for the TRIM notice and that the Town may still reduce the rate during budget workshops. Mayor Wells emphasized this is a routine annual action mandated by state law. The first public budget hearing was scheduled for September 10, 2025, at 5:05 p.m.

**Motion made by Councilor Lannamañ to approve Resolution 2025-009; seconded by Councilor Arnold. Motion approved unanimously by roll call vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

5. Consideration and Approval: **Water Rate Increase**

The Council discussed a proposed 1.77% water rate increase, raising the base rate from $34.02 to $34.62 and generating about $16,000 annually. Town Manager, Sean O'Keefe, explained that the increase follows the Municipal Cost Index and is allowed by Town Code.

Councilor Miles supported the increase, citing operational deficits in the Water Fund and praised improved budget transparency. Mayor Wells opposed it, favoring no rate hikes this year and suggesting the shortfall could be absorbed elsewhere.

Mayor Pro Tem Everline raised concerns about prior accounting practices and construction fees, while Councilor Lannamañ noted the increase would impact both potable and irrigation meters, potentially raising some bills to $200 monthly. Staff confirmed the increase applies across all rate tiers.

Mayor Wells opened Public Comment for this item only.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Town resident, Marie Gallelli, spoke against the proposed water rate increase, suggesting the $16,000 in projected revenue was not worth the administrative effort or added cost to residents. She recommended leaving rates unchanged this year and revisiting the issue next year based on economic conditions.

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Mayor Wells closed public comment for this item.

**Motion made by Councilor Lannamañ to not increase water rates and leave them as they are; seconded by Mayor Wells.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Lannamañ, Mayor Wells
**Nay:** Councilor Arnold, Councilor Miles

6. Consideration and Approval: (First Reading) **Ordinance 2025-006 - Compensation for Mayor and Town Council Members**

Mayor Wells read Ordinance 2025-006 out loud by title only.

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO THE COMPENSATION OF THE MAYOR, MAYOR PRO TEMPORE AND TOWN COUNCIL MEMBERS; REVISING THE COMPENSATION TO BE PAID TO THE MAYOR, MAYOR PRO TEMPORE AND COUNCILORS IN SECTION 42-10 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

Town Manager, Sean O'Keefe, explained that current council pay was halved several years ago and remains among the lowest in Lake County. The proposed increase would raise pay by 50%, though Councilor Miles suggested a more modest $100 monthly increase for all five members, citing the shift to a council-manager government and fairness in workload.

Mayor Pro Tem Everline opposed any increase, expressing concern about optics and fairness, particularly given that volunteer board members receive no compensation. Other Council members acknowledged the significant time commitment and behind-the-scenes work involved in serving, noting the value of offering a modest incentive to future candidates.

Mayor Wells emphasized the increase was already factored into the draft budget.

Mayor Wells opened Public Comment for this item only.

**Carol Roque, 505 Mission Ln**. – Town resident, Carol Roque, acknowledged the Council deserves more pay but said the timing feels inappropriate given recent proposed staff raises and economic uncertainty. She noted some residents feel the Town is overspending.

**Tom Ballou, 1005 N. Tangerine Ave.** – Town resident Tom Ballou echoed concerns about the timing of the proposed Council pay raise, noting it follows recent discussions on staff salary increases. He emphasized that most residents, especially retirees like himself, are facing limited income growth tied to the CPI and may see rising Medicare costs. While he acknowledged and appreciated the Council's hard work, he cautioned that the proposed raise may not sit well with the public right now.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Town resident, Marie Gallelli, a former council member, recalled voting to cut council pay during her term, believing it was the right thing to do. She expressed concern over the proposed 50% increase, stating that public service should be motivated by community commitment, not compensation.

**Ann Griffin, 215 E. Laurel Ave**. – Town resident, Ann Griffin, agreed with previous speakers and urged Council members to carefully consider the broader budget context, particularly proposed salary increases. She emphasized the importance of serving the Town with a focus on responsibility and public trust.

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**Motion made by Councilor Lannamañ to approve Ordinance 2025-006 to a second reading; seconded by Mayor Wells. Motion failed by roll call vote.**

**Voting**
**Yea:** Mayor Wells
**Nay:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles

**Motion made by Councilor Miles to approve Ordinance 2025-006 to a second reading, with an amendment that all five Town Councilor positions (including Mayor and Mayor Pro Tem) receive a raise of just $100 a month; seconded by Councilor Arnold. Motion approved by roll call vote.**

**Voting**
**Yea:** Councilor Arnold, Councilor Lannamañ, Councilor Miles
**Nay:** Mayor Pro Tem Everline, Mayor Wells

## DEPARTMENT REPORTS

7. Town Manager

Town Manager, Sean O'Keefe, announced that all property owners had signed the mylar for the Citrus Avenue project plat, and a start date from contractor Paquette is expected soon. He also reminded everyone of the next budget workshop on August 7th at 1:00 p.m. In response to Councilor Miles, Mr. O'Keefe confirmed that the Town has cleared the way for Paquette to begin work on Citrus and that remaining delays on Gardenia are due to utility issues.

## COUNCIL MEMBER COMMENT

8. Mayor Pro Tem Everline

Mayor Pro Tem Everline informed the Council that he had been asked by the Heartland League of Cities to serve on a new legislative action committee. Following an initial meeting, members were encouraged to join a Florida League of Cities Policy Committee, and Mayor Pro Tem Everline had submitted an application to join the Public Works Policy Committee. Mayor Pro Tem Everline requested that the Town cover the $650 registration fee for the upcoming Florida League of Cities annual conference in Orlando, while stating that he would personally cover all other expenses.

Mayor Wells questioned why this request was the first time the Council was hearing about Mayor Pro Tem Everline's involvement, noting that previous appointments to committees such as the MPO and the Florida Municipal Insurance Trust had all come before the Council for approval. Mayor Pro Tem Everline responded that the committee was new, he had been invited on short notice, and there was no cost associated with the position itself.

Councilor Miles suggested the matter be deferred to the upcoming budget workshop, recommending that the Council consider whether to allocate funds in the new fiscal year for conference or training participation by Council members, noting the Town's limited financial resources.

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In response, Mayor Pro Tem Everline expressed frustration and announced his intention to withdraw from the committee, stating that he had believed his participation would benefit the Town but would respect the Council's lack of support. Mayor Wells emphasized that his concern was about the lack of Council approval for the appointment, not the initiative itself. Mayor Pro Tem Everline reiterated his decision to withdraw and concluded the discussion.

9. Councilor Arnold

Councilor Arnold raised the topic of a forthcoming Town ordinance regarding noise and light, noting that, although Lake County has an ordinance in place, Howey-in-the-Hills must adopt its own version. Town Attorney, Tom Wilkes, reported that a draft was in preparation and expected to be delivered to the Town Manager within the week. Councilor Arnold emphasized the importance of such an ordinance, especially in light of anticipated construction activity and ongoing disturbances reported by residents living near the golf course, who have complained about early morning lawn maintenance noise and bright lights. He noted that, while some may tolerate early activity, residents were justifiably frustrated, particularly by the lighting. Councilor Miles agreed and asked whether the ordinance would need to be expanded to include light as well as noise, which was confirmed. Councilor Arnold clarified that both issues were being addressed in the draft.

10. Councilor Miles

Councilor Miles updated the Council on the proposed Oaks Grove subdivision, located in a Lake County enclave near SR 19 and the bridge. He noted that, at a July 1st County Commission meeting, commissioners advised the developer to limit density to R2 zoning, equivalent to the Town's Medium Density Residential (MDR) zoning, rather than the R4 zoning originally requested. The commissioners also encouraged the developers to coordinate with the Town, since they would require Town utility services.

Councilor Miles pointed out that nearly 30 of the 90 days given for the developers to consult with the Town had passed, yet no contact had been made. He asked the Town Manager to reach out to the developers and initiate a conversation about annexation and working within the Town's development framework. Mayor Wells supported this approach, emphasizing that any provision of water or sewer services by the Town should be conditional upon annexation.

Councilor Miles further requested that the Town clarify on all utility rate documents that non-residents receiving water service are subject to a 25% upcharge, which Town Clerk, John Brock, confirmed is already noted in the Town's fee schedule. Mayor Wells, supported by other Council members, reiterated that the Town should not provide utilities to unincorporated developments without annexation and directed the Town Manager to meet with the developer. This direction received informal consensus from the Council. The Mayor also suggested that the Town Manager attend the future County meeting when the rezoning matter is revisited, ensuring that the Town's position is clearly represented.

11. Councilor Lannamañ

Councilor Lannamañ took a moment to formally recognize and congratulate Police Chief Rick Thomas on his 30 years of service. She expressed appreciation for his dedication and contributions to the Town, offering heartfelt thanks and best wishes for many more years of continued service.

12. Mayor Wells

None

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**ADJOURNMENT**

**There being no further business to discuss, a motion was made by Councilor Arnold to adjourn the meeting; Councilor Lannamañ seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 8:05 p.m. | **Attendees: 37**

_____
Graham Wells, CMC, Mayor

ATTEST:

_____

John Brock, Town Clerk

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# Town Council Budget Workshop

**August 07, 2025 at 1:00 PM**
**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

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## MINUTES

Mayor Wells called the Town Council Budget Workshop to order at 1:01 p.m.
Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.
Councilor Jon Arnold delivered an invocation.

## ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

**MEMBERS PRESENT**
Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ (via Zoom) | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**
Sean O'Keefe, Town Manager | Mike Giddens, Police Lieutenant | Public Utilities Supervisor, James Southall | Morgan Cates, Public Services Director | Rick Thomas, Police Chief | John Brock, Deputy Town Manager / Town Clerk

## WELCOME AND INTRODUCTION OF GUESTS

None

## AGENDA APPROVAL/REVIEW

Mayor Pro Tem Everline stated that he would like to add a discussion on allowing him to attend the Florida League of Cities Annual Conference.

**Motion made by Councilor Miles to add Councilor Everline's suggestion of discussing sending himself to the Florida Leage of Cities Annual Conference; seconded by Mayor Pro Tem Everline. Motion denied by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Miles
**Nay:** Councilor Arnold, Councilor Lannamañ, Mayor Wells

**Motion made by Councilor Miles to approve the agenda with two additions: 1. Discuss adding into the upcoming year's budget legislative cost center of the general fund for members to attend meetings. 2. Any**

**discussion related to salaries be placed at the end of the agenda so that the Council will have adequate time to discuss other matters; seconded by Councilor Arnold. Motion approved by voice vote.**

**Voting**
**Yea:** Councilor Arnold, Councilor Miles, Mayor Wells
**Nay:** Mayor Pro Tem Everline, Councilor Lannamañ

**Motion made by Councilor Miles to allow Councilor Lannamañ to participate and vote in meeting remotely via Zoom; seconded by Mayor Pro Tem Everline. Motion approved unanimously by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Miles, Councilor Arnold, Councilor Lannamañ, Mayor Wells
**Nay:** None

**PUBLIC QUESTION & COMMENT**

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

**Marie Gallelli, 1104 N. Tangerine Ave.** – Town resident, Marie Gallelli, raised several detailed questions and concerns about various line items in the proposed budget. She inquired about a reported 10% increase in director salaries, to which it was clarified that this applied to department heads including the Police Chief, Public Services Director, Library Director, and the Town Clerk/Deputy Town Manager. She confirmed the finger pier project had been excluded from the budget and questioned significant increases in executive salary line items. The Town Manager explained that prior budgets had distributed salaries across multiple funds, but the current format consolidated them for transparency. Councilor Miles supported the change as a long-requested improvement.

Mrs. Gallelli also asked about a large increase in a general fund expenditure category, which was attributed to $200,000 in capital design costs covered by impact fees. She queried small recurring charges like bank fees, and the Mayor explained that most fees were associated with the $250,000 line of credit used for boardwalk completion.

Additional concerns included the $35,000 part-time finance technician position, identified as the payroll role handled by Russ Casson, and audit-related expenses. The Mayor explained the Town would no longer be paying $20,000 for an external accountant to assist with the audit, since the current finance supervisor was qualified to prepare it.

Regarding memberships, Mrs. Gallelli questioned the choice of BJ's over Costco, and the Mayor noted convenience and personal preference. She also asked about an increase in debt service; the Mayor and Councilor Miles clarified that the rise was due to higher principal payments on the State Revolving Fund loan, even though interest costs were decreasing.

Finally, Mrs. Gallelli questioned the rationale behind a 7% raise for employees, noting that industry standards are typically 3–4%. The Mayor responded that some details may change and that they would be discussed further. She also raised a concern about a specific 27% pay increase for a library staff member, Hannah. The Mayor and Town Manager defended the increase, explaining that Hannah's current wage of $15.25/hour was below other assistants in Town operations and that the raise to $19.25/hour still left her underpaid relative to her responsibilities and peers. Mrs. Gallelli emphasized she respected the work being done but was advocating for responsible stewardship of public funds.

**Andi Everline, 1012 N. Tangerine Ave.** – Town resident, Andi Everline, addressed Council at the beginning of the meeting to express two concerns. First, she stated that she was offended by religious references being made during the Town meeting's Invocation, emphasizing that government and church should remain separate and that such behavior violated the spirit of respect outlined in the Council's code of ethics. Second, she urged Council



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and the Town Manager to exercise greater fiscal responsibility as stewards of taxpayer dollars. She voiced concerns about proposed salary increases that exceed the Consumer Price Index (CPI) and cautioned that the struggling economy could make future tax increases burdensome for residents. She concluded by stating that many citizens are dissatisfied with how the Town is currently being managed.

**Tina St. Clair, 135 E. Central Ave.** – Town resident, Tina St. Clair, raised questions regarding salary and staffing increases. She requested a five-year history of each Town position, including annual salary levels and any added positions, in order to better understand the acceleration of costs. She expressed concern that, in her review, salaries and staffing have risen significantly since 2021 despite limited growth in the tax base, noting that Talichet and Venezia are largely built out. The Town Manager explained that such information would require a public records request, though it would consist of multiple existing documents rather than a single report. Mrs. St. Clair emphasized that residents want to see the actual numbers, particularly given that information circulating online appears inaccurate.

Councilor Miles agreed that the request was reasonable and directed the Town Manager to prepare such a report for the next meeting. Mayor Wells added that, while development is maturing, there has still been notable new construction, including closings in Venezia and the build-out of Talichet. He noted that this growth produced roughly $200,000 in new ad valorem revenue, allowing the proposed millage rate to be lowered symbolically to 6.99 mills, while bring the Town up to fourth place countywide.

**Rodney Tate, 1003 Hamlin Ave.** – Town resident, Rodney Tate, inquired about the basis originally used to establish salaries for the Town Manager and other staff positions. The Town Manager explained that many salaries had remained unchanged for years prior to his hiring, but that more recent adjustments have been guided by a salary study conducted for the City of Mascotte. Howey-in-the-Hills was included in that study as a comparable municipality based on cost of living, proximity, and size. Mr. Tate questioned the comparability, noting Mascotte's population of approximately 8,000 versus Howey-in-the-Hills' much smaller size. Mayor Wells clarified that, while Mascotte is larger, the study also looked at municipalities closer in size, such as Montverde and Astatula. He further explained that, although exact comparisons are difficult, many Town employees in smaller municipalities perform multiple responsibilities that, in larger cities, are divided among several staff members.

Councilor Miles then reminded attendees that detailed discussion of salaries was scheduled for later in the agenda, emphasizing that the public comment period was intended for input rather than debate. The Mayor reiterated that residents are encouraged to state their opinions, but the Council will deliberate on those points during the designated discussion. Mr. Tate and other residents agreed to revisit the subject later in the meeting.

**Carol Roque, 505 Mission Ln.** – Town resident, Carol Roque, addressed Council briefly to express her frustration. She stated that she regretted some of her past votes after observing recent Council actions and questioned the need for every department to have an assistant. She urged Council to take seriously the concerns of taxpayers who attended the meeting and warned that residents are "mad as hell" and unwilling to tolerate the situation much longer. She concluded by emphasizing that Council must listen to its constituents.

Mayor Pro Tem Everline read out loud a letter from Town resident, Trey Purser. This letter stated:

*To: Town Council Members*

*From: Trey Purser, 1104 N Lakeshore Blvd., Howey in the Hills, FL 34737 - Ph: 407-758-9563*

*As a 44 year resident of Howey and 2-Terms (8 years) past Town Council member, I can appreciate the challenges and complexities of the budget process that you are facing.*

*Each of you has taken on a role in town government that most people are not willing to do, evidenced by the lack of citizens choosing to run for office in the last few elections. For that, I thank you.*



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*All of you have promised to be fiscally responsible and conservative stewards of your constituents/taxpayers' hard earned tax dollars.*

*Some of you are new to the council and had no hand in crafting the last 3 to 4 years of budgets. However, you do have to take responsibility and accountability for this upcoming budget.*

*FULL DISCLOSURE: I voted for and was supportive of the change in the Town Charter to create the position of Town Manager. I felt at the time that Howey needed a full time, day-to-day manager. Ultimately, this position should be fully accountable to the Town Council, and the Council is fully accountable to the Citizens/Taxpayers. I must admit that I now have a serious case of "Buyers Remorse"…*

*It seems that instead of "managing" the budget, we have managed to grow the budget disproportionately.*

*It appears that while all other government entities are looking to reduce the amount of overhead and staff, we are NOT. The State of Florida has even formed a "DOGE" arm that as of July 1, has begun auditing both counties and cities for waste, fraud, and abuse of the taxpayers money. It is also well documented that there is a move at the state level to reduce or even remove property taxes. How will you be able to handle those possibilities?*

*Upon a simple analysis of the growth of salaries and wages for "administrative" positions, we have been told that we are not competitive with other similar towns. One only has to do a ChatGPT search of the Florida League of Cities information to see that our people are well compensated when compared to cities of our size and revenue resources. I urge you to do a little deeper research and not just take the word of the Town Manager.*

*Many citizens/taxpayers in Howey are on fixed income or social security and do not receive the kind of financial increases that have been enacted in the past and are being proposed for 2025-2026.*

*The majority of businesses and governments (including the federal government) use either the Cost of Living Allowance (for social security benefits) or the Consumer Price Index when considering pay increases.*

*At the risk of violating the old adage that says, "Figures don't Lie, but……" Please consider the following:*

*<u>Cost of Living Allowance (COLA)</u> for Social Security Benefits (most years <3.0%) - 2025 2.5%*

*<u>Consumer Price Index (CPI):</u> Since 2018 the average has been 2.78% per year.*

*<u>Increases for Town of Howey:</u> Since FY 2022 and including proposed increase*

| *Position* | | *$ change/ or % increase* |
|---|---|---|
| *Town Manager* | *New position created in 2022* | *$122.173.84* |
| *Town Clerk* | | *59%* |
| *Town Hall Supervisor* | | *55%* |
| *Utilities Clerk* | | *68%* |
| *Executive Assistant* | *New position created in 2025* | *11.3% ($46,737)* |
| *Public Works Director* | | *62%* |
| *Code Enforcement Officer* | | *73%* |
| *Finance Supervisor* | *New position* | *11% ($77,792)* |
| *Police Chief* | | *73%* |

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*Library Director* *73%*
*Library Assistant* *67%*

*Number of Total Employees:*

*FY2021 16 Full Time and 6 Part Time = 22 Total*
*FY2025 26 Full Time and 5 Part Time = 31 Total*

*How can these numbers be justified to the taxpayers and are they sustainable??*

*In addition to the growth of the administrative costs, other areas of concerns regarding management of the town include:*

- *Reconfiguration of Citrus Ave curve: this expense was questionable in the first place and hardly justified and someone needs to be held accountable for the failure to follow through on all aspects.*
- *Unfinished paving of Gardenia. Why the delay in completing this project? Who is ultimately responsible for following to completion?*
- *Why was the Town Manager allowed to take extended leave to be with his family in Italy? This should have been a PTO issue and should never have been approved by Council. You have set a precedent that could cause problems in the future.*
- *Code Enforcement should not be a Full Time position. How long does it take to drive around town? Besides Code Enforcement is "hand cuffed" by some of our current codes. There needs to be a serious review of the codes regarding junk car parking, boat parking, and travel trailer parking. The town is beginning to look like a junk yard.*
- *The purchase of 2 new "ATV" vehicles for the police department is a bit over the top.*

*I could go on and on, but it would take too long.*

*First and most importantly your fiduciary responsibility is to the Taxpaying Citizens. Please stand up and hold town management accountable for every tax dollar.*

*LOWER THE TAX MILLAGE EVEN LOWER THAN THE ROLLBACK… WE EXPECT IT.*

Councilor Jon Arnold noted that, while he agreed with much of Mr. Purser's earlier input, he was troubled by Mr. Purser's reliance on ChatGPT, which he described as a discredited platform prone to fabricating information. He cited a recent case in which Morgan & Morgan had to withdraw filings after discovering that ChatGPT generated fictitious legal precedents.

Mayor Pro Tem Everline reminded Council that he had previously distributed information from the Florida League of Cities.

Councilor Miles added that, while resident input is always welcome, it is ultimately the Council's responsibility to deliberate and make decisions. He referenced his role in prioritizing improvements to North Citrus Avenue, citing his own experiences with dangerous traffic conditions there. He noted that legal preparations were completed and asked when construction would begin.

Public Services Director, Morgan Cates, responded that the contractor intends to finish work on Gardenia Street first, but that project has been delayed by heavy rain and utility companies failing to relocate lines as required. Once Gardenia is complete, construction on North Citrus will begin, likely within a few weeks.

The Mayor then redirected discussion back to public comment.

**Bill Reid, 411 N. Lakeshore Blvd.** – Town resident, Bill Reid, questioned the Town's continued focus on library expansion. He noted that the library had been expanded only four or five years ago and suggested it was already



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sufficient for current use. The Town Manager explained that the existing size meets today's population needs, but that planning and design must account for projected growth five to ten years in the future. He further clarified that the current $200,000 design study would be funded entirely through county library impact fees, which are reimbursable and designated solely for library purposes; if Howey-in-the-Hills does not use the funds, they will be allocated to another municipality.

Mr. Reid asked whether residents would have input on the expenditure of construction, and the Town Manager confirmed they would. Mr. Reid expressed concern that the library may be serving more as a school than as a community library, citing reports of homeschooling groups using the facility. He questioned whether favoritism might influence the emphasis on library funding and urged the Town to carefully consider priorities before committing to significant new expenditures.

**Clay Ormsbee, 301 N. Lakeshore Blvd.** – Town resident, Clay Ormsbee, raised concerns about the planned $450,000 project at the intersection of Citrus Avenue and State Road 19 near the Howey Mansion. He questioned whether there was any history of accidents or motor vehicle violations at that location to justify such a large expenditure, noting that safety concerns are usually the basis for major road changes. Councilor David Miles responded that, while there is currently no stop sign at the corner, one will be added as part of the project. He acknowledged that the road itself is in very poor condition, which has been a factor in moving the project forward. Mr. Ormsbee reiterated his request for accident history, asking the Police Chief if there was any record of incidents that would warrant a redesign of the intersection.

**Kathy Coleman, 1004 N. Citrus Ave.** – Town resident, Kathy Coleman, spoke in support of the Citrus Avenue project, noting that she lives directly across from the Howey Mansion and is well aware of the hazards on that road. She explained that visibility when exiting her driveway is poor, and she and her husband must take extra precautions due to speeding vehicles around the curve. She also stated that much of the roadway in that area, along with the waterline serving nearby homes, had been mistakenly placed on her private property and that of her neighbors due to a surveying error years ago.

Councilor Miles elaborated that the road and waterline serving approximately 200 homes were constructed across private property without easements, making relocation into the proper right-of-way necessary. He added that the original right-of-way was split between Town and County ownership and followed an erratic path, which required legal work to correct. The project will not only improve safety but also allow for the creation of three additional lots, contributing to the Town's tax base. He further noted that Citrus Avenue, a major entryway to Howey-in-the-Hills and home to its most visible landmark, the Howey Mansion, had long been in poor condition and was likely the worst road in Town.

Mrs. Coleman reiterated her support, stating that near-miss accidents are frequent and that she is eager for the project to be completed. Mayor Wells thanked her for her comments and emphasized that the road reconstruction and relocation are being funded through discretionary surtax revenues rather than ad valorem property taxes, aside from some legal costs related to correcting the right-of-way.

**NEW BUSINESS**

1. Discussion: **Fiscal Year 2025-2026 Budget**

   Town Manager, Sean O'Keefe, opened the second budget workshop by reviewing changes since the prior session. He highlighted that this was the first year in some time in which the Town was proposing lowering the millage rate below rollback, held water and wastewater rates steady, and avoided increases in sanitation costs while still addressing staff adjustments. He expressed satisfaction that the budget reduced some expenditures while providing necessary corrections. Key revenue updates included revisions to state revenue sharing, gas tax estimates, and a reduction in expected millage revenue due to lowering the rate to 6.99 mills. On expenditures, adjustments included salary increases for department directors, police supervisors, and new officers; corrections to the Town Manager's salary; health insurance adjustments; and reductions in police overtime and Town Council raises. Some projects, such



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as basketball court resurfacing and a pier, remained excluded. The general fund showed a small surplus of roughly $8,500.

Councilor Miles then began a detailed review of revenues. He questioned whether utility service tax projections for water were too conservative, noting seasonal fluctuations in usage. He also raised concerns about the absence of natural gas utility tax receipts from TECO, suggesting a review of the franchise agreement and tax collection practices. Discussion followed regarding the electric utility franchise, tree trimming practices, and the possibility of requiring undergrounding of lines during franchise renewal. Councilor Miles also argued that revenues from developer fees, cemetery lots, alcohol licenses, and sales tax were underestimated. He pressed for clarification on interfund transfers, and Finance Supervisor, Oscar Ojeda, explained that portions of staff salaries are allocated proportionately across the water, wastewater, and building services funds, with building fund percentages capped by statute.

Councilor Miles noted that, while residents have expressed concern over staffing increases, three of the five new positions in recent years were police school resource officers, and the Town's population has nearly doubled since 2016. He argued that the overall increase in positions was proportionate. Council discussed the timing of hiring a new building services staff member, with Mayor Wells clarifying that the budget authorizes the position but hiring may be delayed until permits increase.

Mayor Pro Tem Everline asked whether Lake County could assume responsibility for the Town library. The Town Manager, drawing on his prior service as Deputy Director of the Lake County Library System, explained that the county has no interest in taking over municipal libraries, as doing so would require staffing commitments and additional costs. Instead, the Town benefits from membership in the county cooperative system, receiving over $50,000 annually and gaining access to shared resources, book transfers, and systemwide databases. Councilor Miles commended the cooperative model as innovative and efficient, noting the cost savings it provides compared to standalone systems.

The discussion then turned to the police department budget. Councilor Miles began by commending the reduction in the Town's police retirement contribution, which decreased from $171,000 to $99,000, effectively offsetting the cost of proposed salary increases. He clarified several line items, including fuel, vehicle purchases, and equipment. Police Chief, Rick Thomas, explained that the $55,000 budgeted for the coming year was for new servers, as the current ones are at the end of their service life. Councilor Arnold asked whether cloud storage was an option, but Chief Thomas noted that, while some vendors are approved, federal guidelines prohibit storing personal data in the cloud.

Councilor Miles praised the overall police budget, which came in lower than the previous year despite salary increases. Councilor Arnold suggested reexamining overtime costs, which he noted were nearly equivalent to a full-time officer, and proposed shifting code enforcement duties back into the police department. He argued that police officers conducting code enforcement could enhance community engagement while providing flexibility when covering absences or surges in workload. Chief Thomas recalled prior difficulties with that arrangement, while the Town Manager pointed out pros and cons, noting that residents may not always appreciate being approached by an armed officer for minor code issues. Nevertheless, Councilors Arnold and Miles agreed it was worth considering for a future budget year, with a possible phased-in approach by FY27.

Mayor Pro Tem Everline highlighted the $82,000 annual cost of maintaining a separate code enforcement function and expressed interest in cost savings. Councilor Arnold emphasized that his proposal envisioned code enforcement as an additional duty for existing officers rather than a dedicated reassignment, enhancing visibility and early detection of problems.

The Mayor then questioned Chief Thomas about planning for server replacements, noting that federal or state grants, previously used for police vehicles, might have been pursued for this purpose. Chief

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Thomas explained that the Town missed the most recent grant cycle and therefore must budget the replacement, as further delays risk violating compliance standards. Mayor Wells urged that the purchase be delayed, if possible, until grants could be secured in the next cycle.

Mayor Pro Tem Everline asked about the impact of reducing police overtime by 15%, to which Chief Thomas responded that the cut would primarily reduce collaboration with neighboring agencies at municipal events, though he did not expect it to harm day-to-day operations. Councilor Arnold reiterated his broader vision of officers sharing code enforcement responsibilities as part of their community policing role, which he believed would deter crime, reduce overtime, and build stronger resident connections.

The Mayor concluded by requesting Chief Thomas provide Council with vendor quotes and statutory requirements for server replacement. With no further questions, discussion of the police budget was closed, to be revisited during the upcoming salary debate.

Following the conclusion of the police department budget discussion, the Town Manager suggested moving forward with other funds, beginning with the legislative cost center. Councilor Miles proposed adding $2,000, split between travel/per diem and training/education, to better support council and staff attendance at conferences, citing this year's higher-than-budgeted expenses. Mayor Wells explained that expenses had been elevated due to multiple IEMO courses requiring hotel stays, which would not recur next year. Councilor Arnold emphasized the importance of ensuring Town representation at regional and state events, recommending that the mayor or a designated representative attend regularly to maintain Howey-in-the-Hills' visibility. Mayor Pro Tem Everline also stressed the importance of participation, particularly given his role on a legislative action committee, and expressed frustration over a prior disagreement about council approval of outside commitments. After discussion, Council agreed to reallocate $2,000 from the legislative donations line, traditionally used for local scout groups, to travel and training, leaving the overall budget unchanged. A straw poll was taken and the measure passed on a 4–1 vote, with Mayor Wells dissenting.

Council then turned to administrative costs. Councilor Miles questioned why the executive assistant position was budgeted under financial administration rather than the town manager's office. The Town Manager explained that the role supports multiple departments and was placed in financial administration for clarity. Mayor Wells added that grouping administrative staff together avoids confusion in tracking managerial costs. Mayor Pro Tem Everline inquired about the "Think Tank" subscription, which was explained as a professional organization for city managers. Insurance costs were also discussed, with Council agreeing to consolidate coverage in a single line item for clarity.

Moving to legal services, some municipalities contract for legal services on a flat-fee basis, but the consensus was that hourly billing is more common and provides better responsiveness. Council also discussed rebidding professional service contracts on a five-year rotation, noting that the attorney and auditor were currently under review, with engineering to follow.

Finally, the comprehensive planning budget was addressed. Councilor Miles questioned why the allocation for engineering was reduced compared to planning. The Town Manager explained that the adjustment reflected current-year usage, with the planner engaged more frequently than the engineer. Mayor Wells clarified that costs related to developer-driven work are recaptured through pass-through fees, while the budgeted amounts cover only Town use. Councilor Miles suggested restoring $15,000 for planning to begin defining a location for a future municipal complex, noting the need to prepare for long-term facility development.

When discussion returned to the Public Works budget, Mayor Pro Tem Everline raised a question about the significant increase in life and health insurance costs. The Town Manager explained that this was not due to new hires but rather the result of consolidating all Public Works personnel into one cost

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center, where previously they had been divided among Public Works and Transportation in the General Fund, and the Water Fund. Councilor Miles then questioned a $32,000 line item for building improvements, noting only $3,500 had been spent year-to-date. The Town Manager and Town Clerk clarified that the funds were for window replacement, which was already under contract, while $25,000 in the next fiscal year was earmarked for safety glass and door replacements. Councilor Miles expressed concern about investing further in an aging building, suggesting only minimal work be done until the Town is able to replace it. The Town Manager acknowledged the long-term issue but emphasized the need for safe, functional facilities in the interim.

Discussion moved briefly to sanitation services, where Councilor Miles reminded the Town Manager not to execute future waste contracts without an "out clause". The Town Manager noted an expected 5% increase from GFL but said the budget did not propose passing the increase to residents. Councilor Arnold suggested the Town consider providing in-house sanitation service once its population reaches around 5,000, citing service quality, storm resilience, and smaller truck sizes that could reduce road damage. The Town Manager confirmed that prior analyses showed in-house service was not cost-effective but he committed to re-examining the issue when the contract next expires. Councilors generally agreed it was worth exploring.

Stormwater maintenance was briefly discussed, with Councilor Miles noting that a project in the current year's budget would not be completed before year-end due to supply delays. He stressed that such costs should be encumbered and carried forward rather than re-budgeted to avoid diminishing reserves.

The cemetery fund was acknowledged as being largely maintained by staff without separate billing.

In Parks and Recreation, Councilor Miles questioned why $50,000 budgeted in the current year had been reduced to zero for the coming year. The Town Manager explained this was related to the "finger pier" project, which had been removed for next year but partially completed this year, accounting for the expenditures. Councilor Miles expressed concern about the condition of other piers, noting some should be removed for safety. The Mayor confirmed that one pier had been listed in the Capital Improvement Plan, but funding would have to be reprioritized.

Council then reviewed the fire truck restoration project under Historical Preservation, with $20,000 allocated for parts and supplies. Chief Thomas explained the difficulties in sourcing parts for the 1948 vehicle, which is being restored with assistance from a local technical school. He noted that while progress was being made, the timeline depended on student schedules.

At this point, Mayor Wells observed that the meeting had reached its two-and-a-half-hour mark and requested a motion to extend.

**Motion made by Councilor Arnold to extend the meeting until 4:30 p.m. and have a 5-minute recess; seconded by Mayor Pro Tem Everline. Motion approved unanimously by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

Mayor Wells called for a 5-minute recess at 3:41 p.m.

Mayor Wells reconvened the meeting at 3:50 p.m.

After a brief recess, the Mayor commented that Councilor Lannamañ had a prior engagement and would be dropping from the call shortly. Council proceeded to the enterprise and special revenue funds, beginning with the Water Fund (401). Mr. O'Keefe and Mr. Southall clarified that "penalty charges" are late fees while "utility meter fines" relate to meter tampering; interest revenue is projected lower due to

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declining fund balance as capital is deployed. A small transfer from the Wastewater Fund covers proportional payroll for shared staff. Expenditures were reclassified to show Repairs & Maintenance (Line 460) separately from Other Contractual Services (Line 340); the latter is elevated this year due to design costs payable to HALFF for Water Plant No. 3. The design is substantially complete and the bid opening is scheduled for Tuesday, August 12 at 2:15 p.m. at Town Hall as a public meeting for reading and recording bids only. Members discussed cash-flow for the $5 million reimbursable state grant; Mr. O'Keefe indicated liquidity may be fronted by Drake Point and Cedar Creek per their agreements. Council requested a cash-flow projection, current year ending balances and FY25 inflows/outflows by fund, for the August meeting.

In the Wastewater Fund (402), a large R&M Equipment line reflects lift-station bypass pumps and related parts that slid into next year due to procurement lead times. Public Utilities Supervisor, James Southall, reported the Talichet HOA lift station asset transfer was complete, bringing those facilities into Town ownership under code.

Council flagged that the Police Retirement Fund presentation requires negative signs to correctly show decreases in both revenue and expenditure.

Turning to Infrastructure, Transportation and Building Services funds (150/152/155), members confirmed boat ramp and East Holly Street resurfacing are programmed for FY26; however, Councilor Miles suggested reprioritizing from East Holly to streets in poorer condition, especially North Valencia (and potentially North Georgia, North Tangerine, and roads leading into North Dixie). Staff will return with a brief presentation on current pavement rankings and options at the next Council meeting. The Transportation Fund's Contractual Services line covers routine road operation and maintenance repairs (e.g., pothole repairs); state revenue sharing was updated upward, with a portion dedicated to transportation. In the Building Services Fund, transfers out to the General Fund were explained as allowable percentages of position costs (e.g., Town Hall Office Supervisor 50%, Clerk 15%, Finance staff 15%, Town Manager 10%). Inspection revenue timing lags vendor invoices by roughly two months; the Town's margin is recorded on a separate revenue line, and a new position is budgeted in this fund.

Council briefly revisited the salary-study framework. Members noted concerns about comparability and timing and agreed substantive salary deliberations should occur in a dedicated evening workshop to maximize public participation. By consensus, Council scheduled a third budget workshop focused on salaries for Monday, August 18 at 6:00 p.m.

**ADJOURNMENT**

**There being no further business to discuss, a motion was made by Councilor Miles to adjourn the meeting; Mayor Pro Tem Everline seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 4:39 p.m. | **Attendees: 41**

_____

Graham Wells, CMC, Mayor

ATTEST:

_____

John Brock, Town Clerk

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# Town Council Meeting

**August 11, 2025 at 6:00 PM**
**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

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## MINUTES

Mayor Wells called the Town Council Meeting to order at 6:00 p.m.
Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.
Councilor Reneé Lannamañ delivered an invocation.

## ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

**MEMBERS PRESENT:**
Mayor Pro Tem Tim Everline (via Zoom) | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**
Sean O'Keefe, Town Manager | Tom Wilkes, Town Attorney | Rick Thomas, Police Chief | Morgan Cates, Public Services Director | Lisa Busto, Town Planner | April Fisher, Town Planner (via Zoom) | John Brock, Deputy Town Manager / Town Clerk

**Motion made by Councilor Lannamañ to approve Mayor Pro Tem Everline's ability to participate and vote during this meeting remotely via Zoom; seconded by Councilor Miles. Motion approved unanimously by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

## WELCOME AND INTRODUCTION OF GUESTS

None

## AGENDA APPROVAL/REVIEW

**Motion made by Mayor Pro Tem Everline to move agenda item #5 to occur directly behind the Public Hearing section of the meeting; seconded by Councilor Lannamañ. Motion approved by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Lannamañ, Mayor Wells
**Nay:** Councilor Arnold, Councilor Miles

**Motion made by Councilor Lannamañ to approve the meeting's agenda as amended by the earlier motion; seconded by Councilor Arnold. Motion approved unanimously by voice vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

**PUBLIC QUESTION & COMMENT**
*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

**Tom Ballou, 1005 N. Tangerine Ave.** – Town resident, Tom Ballou, expressed appreciation to the Council for placing a high-interest item earlier on the agenda rather than at the end. He noted that, when controversial or widely followed topics are scheduled last, many residents who attend to voice their opinions may leave early due to fatigue or time constraints. He encouraged the Council to continue prioritizing such items earlier in meetings, as was done that evening.

**Tina St. Clair, 135 E. Central Ave.** – Town resident, Tina St. Clair, inquired about a notice she had seen on the Town board concerning crosswalks and pedestrian safety. She noted that she could not find the event listed on the Town calendar and was unsure of the details.

Town Manager, Sean O'Keefe, explained that the police department organized a pedestrian safety operation in which officers dressed in civilian clothes used the crosswalk to monitor driver compliance. Officers stationed nearby issued citations to those who failed to yield, as required when a pedestrian steps into the crosswalk. Mr. O'Keefe commended the police department for their educational efforts during the event.

Public Services Director, Morgan Cates, provided additional context regarding the pedestrian safety operation, explaining that it was part of a broader countywide initiative in partnership with the Florida Department of Transportation (FDOT). The program involved monitoring driver compliance at crosswalks, including counting how many cars failed to stop when pedestrians entered the crosswalk. He expressed hope that the data collected would lead to a reevaluation of the intersection's safety features.

Mrs. St. Clair responded with skepticism about stepping into traffic to test driver behavior, expressing concern for her safety. She stated that, as a pedestrian, she would hesitate to enter the crosswalk if cars were not clearly stopping. Mr. Cates replied that those who did not yield during the operation were met with enforcement.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Town resident, Marie Gallelli, raised two primary concerns during public comment. First, she reiterated a previous suggestion to improve the Town's audio setup for hybrid meetings. She noted that, during a recent meeting, remote participants could not be heard clearly by those attending in person. This lack of clarity, she said, made residents feel as though their presence and participation did not matter. Mrs. Gallelli offered to donate an external speaker for use during Zoom calls, suggesting it could be connected to the Town Clerk's computer to enhance sound quality. She emphasized that improving audio should not rely on the mayor having to repeat everything said by remote participants.

Second, Mrs. Gallelli followed up on a prior discussion regarding grant opportunities. She recalled that Mrs. Brianna Pino was hired to assist with grants, particularly for the administration, and questioned whether she or someone similar could help the police chief identify and apply for public safety grants. She referenced a recent instance where the police chief had candidly acknowledged missing a grant deadline and asked whether additional



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staffing support could help prevent such situations in the future. Chief Rick Thomas responded that grants vary widely by type and source, and while some, such as those for stormwater, fall outside his purview, the department typically pursues grants related to equipment and public safety needs. He acknowledged Mrs. Gallelli's concern and affirmed her broader point about seeking additional support for grant identification and application.

**Andi Everline, 1012 N. Lakeshore Blvd.** – Town resident, Andi Everline, voiced ongoing frustration with the Town's waste collection service (GFL). She noted that yard waste is now being collected together with regular trash on Mondays, despite prior practice of separating yard debris for later pickup. She also reported that palm fronds left at the curb were not collected due to allegedly exceeding the three-cubic-foot limit, though she questioned that assessment and found conflicting information when researching the volume limit online. Mrs. Everline expressed concern about debris remaining at the curb for extended periods and emphasized she should not be expected to transport it back and forth herself.

In response, Councilor Miles proposed that the Town begin systematically documenting resident complaints regarding waste service. He suggested that the Code Enforcement Officer, who is regularly in the field, could track these issues to build a record that may justify invoking the separation clause in the Town's contract with the waste hauler. Town Manager, Sean O'Keefe, encouraged residents to call Town Hall directly on the day issues occur so that staff can immediately record and resolve the complaint. Councilor Miles agreed that gathering this data could form the basis for formal action, noting that, without intervention, the Town remains under contract for another three years.

## CONSENT AGENDA

*Routine items are placed on the Consent Agenda to expedite the meeting. If Town Council/Staff wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.*

None

## PUBLIC HEARING

1. Consideration and Approval: (Second Reading) **Ordinance 2025-006 - Compensation for Mayor and Town Council Members**

   Mayor Wells read Ordinance 2025-006 out loud by title only.

   **AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO THE COMPENSATION OF THE MAYOR, MAYOR PRO TEMPORE AND TOWN COUNCIL MEMBERS; REVISING THE COMPENSATION TO BE PAID TO THE MAYOR, MAYOR PRO TEMPORE AND COUNCILORS IN SECTION 42-10 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

   The Town Council held the second reading of Ordinance 2025-006, which pertains to revising the monthly compensation for the Mayor, Mayor Pro Tem, and Town Council Members. Town Manager, Sean O'Keefe, clarified that the only change from the first reading was a reduction in the proposed increase, setting compensation at $100 more per month for each position rather than the previously discussed 50% overall increase (however this is still 50% more for the standard Town Councilors, just not the Mayor and Mayor Pro Tem).

   During Council discussion, Mayor Pro Tem Everline proposed an amendment to delay the implementation of the new compensation until after each council member's next election cycle, to avoid the appearance of voting for their own raises. Mayor Wells acknowledged the concern, noting that staggered election cycles might still result in most members benefiting during their current terms. He



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emphasized that the decision ultimately rests with each council member's conscience, and those uncomfortable with the measure could vote against it.

Mayor Wells called for public comment on this item, but no members of the public commented on the ordinance.

**Motion made by Councilor Miles to approve Ordinance 2025-006; seconded by Councilor Lannamañ. Motion was approved by roll call vote.**

**Voting**
**Yea:** Councilor Arnold, Councilor Lannamañ, Councilor Miles
**Nay:** Mayor Pro Tem Everline, Mayor Wells

## OLD BUSINESS

None

## NEW BUSINESS

5. Consideration and Approval: **Resolution 2025-012 - Official Town Representation**

***This item was moved to this position in the meeting during the Agenda Approval section of the meeting.***

Mayor Wells read Resolution 2025-012 out loud by title only.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, ESTABLISHING A FORMAL POLICY GOVERNING OFFICIAL REPRESENTATION OF THE TOWN BY ELECTED OFFICIALS ON EXTERNAL BOARDS, COMMITTEES, OR AT EVENTS; PROVIDING FOR PROCEDURES, LIMITATIONS ON EXPENDITURES, AND AN EFFECTIVE DATE.**

The Council considered Resolution 2025-012, which would establish a formal policy governing official representation of the Town by elected officials when participating in external boards, committees, or public events. The resolution also outlines procedures for such representation, including limitations on expenditures and reimbursement policies for travel, conference attendance, and per diem expenses.

Town Manager, Sean O'Keefe, explained that the resolution was developed in response to prior Council discussions regarding representation and the need for a clear, consistent framework for covering associated costs. The proposed policy aims to ensure all Council members understand the expectations and financial parameters related to representing the Town.

Councilor Miles expressed skepticism, questioning the need for a formal policy after the Town has operated for 100 years without one.

Mayor Wells opened Public Comment for this item only.

**Tom Ballou, 1005 N. Tangerine Ave**. – Town Resident, Tom Ballou, strongly opposed Resolution 2025-012, expressing concern that it would limit elected officials' ability to represent the Town and participate in valuable networking opportunities. He emphasized the importance of council members attending external meetings and conferences to gather ideas and best practices that could benefit the



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Town, arguing that such participation helps avoid unnecessary duplication of effort. Mr. Ballou questioned the origin of the resolution and requested transparency regarding its authorship. Town Manager, Sean O'Keefe, clarified that the resolution was drafted collaboratively by the Town Manager and Town Clerk, with input from the Town Attorney. Mr. Ballou concluded by drawing a historical parallel to the principle of "taxation without representation," suggesting that the resolution undermines the representative role of elected officials.

**Tina St. Clair, 135 E Central Ave.** – Town resident, Tina St. Clair, voiced her opposition to Resolution 2025-012, expressing concern that it reflected an overly controlling or bureaucratic approach inconsistent with the character of a small town like Howey-in-the-Hills. She argued that residents who volunteer their time to represent the Town at events and engage in networking to gather ideas should be appreciated, not subjected to restrictive oversight. Drawing a parallel to previous attempts to impose HOA-like regulations through code enforcement, Mrs. St. Clair suggested that the resolution felt similarly heavy-handed. She questioned whether any undisclosed incident might have prompted the proposal, such as misconduct while representing the Town, but emphasized that, in the absence of such context, she saw no valid justification for implementing the proposed policy.

**Kathleen Ormsbee, 301 N. Lakeshore Blvd.** – Town resident, Kathleen Ormsbee, briefly spoke against Resolution 2025-012. She noted that elected officials already take a pledge to serve the Town to the best of their abilities upon assuming office and expressed the view that this commitment should be sufficient. In her opinion, the proposed resolution was unnecessary.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Town resident, Marie Gallelli, a former Council member, voiced strong opposition to Resolution 2025-012, characterizing it as unnecessary regulation and bureaucratic overreach. She stated that the Town has historically operated well without such a policy and saw no evidence of excessive spending by Council members attending meetings or serving on committees. Mrs. Gallelli questioned whether the resolution was prompted by a specific incident of misuse, noting that, during her time on Council, no such concerns were raised. She further pointed out that the Town Manager himself serves on numerous committees, suggesting that, if oversight is needed, it should be applied equitably. Ultimately, she argued that the resolution appeared to be more about controlling elected officials than ensuring fiscal responsibility, and she rejected the implication that Council members need such oversight, given the volunteer nature of their service.

**Ann Griffin, 215 E Laurel Ave.** – Town resident, Ann Griffin, expressed deep concern about the direction of the Town and voiced strong agreement with previous speakers opposing Resolution 2025-012. She conveyed frustration over recent developments, stating that she felt disheartened by what she perceives as division and unnecessary policymaking.

Mr. O'Keefe explained that the resolution was drafted in response to previous Council discussions about representation and reimbursement practices. He noted the lack of a current policy and suggested that having a clear framework could provide consistency moving forward.

Councilor Arnold raised concerns about unchecked spending, citing the potential cost of multiple council members attending conferences. He questioned whether all five members should attend events or whether it would be more prudent to send one representative to report back. However, Mayor Pro Tem Everline countered that any council member interested in attending should be permitted to do so, as is common in other municipalities, and pointed out the importance of having Howey-in-the-Hills represented at state-level gatherings.

Mayor Pro Tem Everline strongly opposed the resolution, arguing it was unnecessary and restrictive, particularly in cases where timely opportunities arise. He emphasized that elected officials already require Council approval for reimbursements and cannot unilaterally authorize expenditures. He also



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criticized the perceived double standard that allows staff to attend conferences without similar constraints and noted that he would be attending the Florida League of Cities conference at his own expense due to a prior Council vote denying reimbursement. He questioned the motivation for the resolution and suggested it implied a lack of trust in elected officials.

Town Attorney, Tom Wilkes, confirmed that most cities and counties in Florida do not have resolutions like this. Instead, they typically rely on budget allocations and ad hoc Council decisions to determine attendance and reimbursement, emphasizing that conferences offer significant value for elected officials and staff.

Councilor Lannamañ acknowledged the concerns but maintained that having a policy could provide protection for future councils and better budgeting clarity. She emphasized that such a policy need not be restrictive but could serve as a guideline for accountability and financial planning.

After extensive discussion, Councilor Miles moved to deny Resolution 2025-012, stating that the Town had operated effectively without such a policy for over a century and that prudent fiscal behavior and open communication had guided past decisions. Councilor Arnold seconded the motion.

Following brief additional comments, including agreement on the importance of budgeting for training and education, the Council voted on the motion to deny the resolution. Prior to the vote, members expressed a consensus that each council member should continue to notify Council in advance of any training or event participation and seek approval for reimbursements on a case-by-case basis. There was also a tacit agreement that council members who fail to attend pre-paid events should reimburse the Town.

With it appearing that the resolution would be formally denied, Mayor Wells instructed the Town Clerk to document the discussion thoroughly for future reference.

**Motion made by Councilor Miles to deny resolution 2025-012; seconded by Councilor Arnold. Motion approved unanimously by roll call vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

Following the denial of Resolution 2025-012, Councilor Arnold requested to add a new item to the agenda to consider reimbursement for Mayor Pro Tem Everline's expenses related to his attendance at the upcoming Florida League of Cities annual conference. Councilor Arnold acknowledged that his perspective had shifted after recent discussions and interactions at a luncheon, which underscored the importance of engagement and advocacy in the face of potential threats to home rule and municipal funding.

Councilor Arnold commended Mayor Pro Tem Everline for taking the initiative to attend the conference and initially made a motion to approve the reimbursement. Upon clarification from the Town Clerk that a four-fifths vote was required to add a new consideration item to the agenda, Councilor Arnold amended his motion, accordingly, moving first to add the discussion and reimbursement of Mayor Pro Tem Everline's travel expenses as a formal agenda item. The motion to amend was seconded, allowing the Council to proceed with addressing the reimbursement request.

**Motion made by Councilor Arnold to bring up consideration and approval of reimbursement for Mayor Pro Tem Everline's costs for attending the Florida League of Cities annual conference in Orlando; seconded by Councilor Miles. Motion approved by roll call vote.**



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**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles
**Nay:** Mayor Wells

**ADDED NEW BUSINESS ITEM** - Consideration and approval: **Reimbursement for Mayor Pro Tem Everline's costs for attending the Florida League of Cities (FLC) annual conference in Orlando**

Following the addition of a new discussion item, the Council considered the reimbursement of $766 in expenses for Mayor Pro Tem Everline to attend the upcoming FLC annual conference in Lake Buena Vista. Mayor Pro Tem Everline clarified that he would not be seeking reimbursement for hotel accommodations or meals, and that the total amount included conference registration, parking, gas, and tolls.

Town Manager Sean O'Keefe confirmed that, while there were no remaining funds in the current fiscal year's budget for this expense, the reimbursement could be accommodated through an end-of-year budget reconciliation and transfer.

Mayor Wells opened Public Comment for this item only.

**Tom Ballou, 1005 N. Tangerine Ave.** – Town resident, Tom Ballou, thanked the Council for bringing up this discussion item.

Seeing no further public comment, Mayor Wells closed Public Comment for this item.

**Motion made by Councilor Arnold to reimburse Mayor Pro Tem Everline's cost for attending the FLC annual conference; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

2. Consideration and Approval: **(Town Council acting as the Audit Committee) Town Auditor RFP Selection**

The Council considered the selection of an audit firm in response to the recent RFP 2025-005 for Town auditing services. Town Manager, Sean O'Keefe, presented the two submitted proposals: one from James Moore & Co. and the other from Mauldin & Jenkins. He noted both firms were qualified and based in Florida, though James Moore's proposal was approximately $9,000 less for the first year when including the anticipated single audit, with a projected cost of $32,000 compared to $41,000 for Mauldin & Jenkins.

Councilor Miles asked for context on past audit costs, and Mr. O'Keefe confirmed that the Town previously paid approximately $23,000–$24,000 for annual audits, anticipating future increases due to the scale of current projects and grant activity. Council members discussed each firm's qualifications, with Mayor Wells strongly endorsing James Moore based on positive prior experience during his tenure in Astatula, noting their reliability, responsiveness, and expertise.

Town Clerk, John Brock, suggested holding a workshop to hear from both firms directly, but the Council ultimately chose not to pursue that route. However, a representative from James Moore, Mr. Noah Leonard, was present and answered several questions from Councilor Miles and others, clarifying that the firm's government audit team was highly integrated across offices and experienced in working



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with both large and small municipalities. He also confirmed James Moore's readiness to meet the Town's deadlines and willingness to support future efforts to qualify for the GFOA Certificate of Achievement in Financial Reporting, if the Town chooses to pursue it.

Councilor Miles stated that James Moore & Co. were to be approved, the engagement would be for three years, with the option to extend for up to six additional years.

Mayor Wells opened Public Comment for this item only.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Town resident, Marie Gallelli, asked for clarification on the pricing and personnel details of the audit contract with James Moore & Co. Mayor Wells confirmed that the contract includes set pricing for each of the three initial years, with the base audit fee starting at $29,000 and increasing by $2,000 annually, reaching $33,000 by the third year. The cost for a single audit, if required, remains fixed throughout the three-year term.

Mrs. Gallelli also inquired about the audit team assignment. It was clarified that, while Mr. Noah Leonard represented the firm during the meeting, the Town would receive a dedicated audit team, and the Council would have the ability to engage with and identify who would be assigned to their account.

**Motion made by Councilor Arnold to approve James Moore & Co. as the Town's auditor in accordance with their RFP submission; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

3. Consideration and Approval: (First Reading) **Ordinance 2025-005 - Platting Process Changes**

Mayor Wells read Ordinance 2025-005 out loud by title only.

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO DEVELOPMENT; PROVIDING FINDINGS; AMENDING SECTION 4.09.00 OF THE HOWEY-IN-THE-HILLS LAND DEVELOPMENT CODE; DELETING OBSOLETE AND INCORRECT LANGUAGE REQUIRING VACATION OF PRIOR PLATS BEFORE REPLATTING; CLARIFYING AND REVISING PROCEDURES AND REQUIREMENTS FOR REVIEW AND APPROVAL OF PROPOSED PLATS OF LAND TO CONFORM TO 2025 AMENDMENTS TO PART I OF CHAPTER 177 OF THE FLORIDA STATUTES; REQUIRING TOWN COUNCIL APPROVAL AS A CONDITION TO APPROVAL OF PLATS FOR PRIVATE, GATED SUBDIVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

Town Planner Lisa Busto introduced Ordinance 2025-005, which amends the Town's Land Development Code (LDC) to align with recent changes to Chapter 177 of the Florida Statutes under Session Law 2025-164. These changes mandate that plats and replats undergo administrative rather than Town Council review. Since the Town's current procedures require Council approval for all plats, this ordinance is necessary to bring local code into compliance. The Planning and Zoning Board held a public hearing on July 24, 2025, and voted unanimously to recommend adoption. During discussion, the Mayor inquired about the ordinance's consistent substitution of the word "shall" with "must." Town Attorney Tom Wilkes explained that "shall" can be ambiguous, whereas "must" provides clearer legal direction, in line with modern drafting standards used by Florida legislative staff. The change does not



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alter the substance of the ordinance but enhances its clarity and legal precision. Council generally supported the update, acknowledging the necessity of the amendment due to state law.

Mayor Wells opened Public Comment for this item only.

**Marie Gallelli, 1104 N. Tangerine Ave.** - Town resident, Marie Gallelli, expressed support for replacing "shall" with "must" in the ordinance, recalling a similar issue from her time on the Town Council involving ambiguous language related to road connections. She emphasized that "shall" felt noncommittal, while "must" conveyed clear obligation. Mayor Wells noted that other substantive changes were also included in the ordinance. Mr. Wilkes clarified that while the Town Council retains authority through the approval of final engineering and subdivision plans, the new state law removes Council authority over final plat approval, which must now be handled administratively. Mr. Wilkes reiterated that this change ensures compliance with updated state statutes and avoids redundancy in the approval process. Mayor Wells further pointed out that the ordinance includes a provision requiring Town Council approval for gated communities and noted his concerns regarding the interpretation of "shall" in previous charter revisions.

After confirming there were no further public comments, the Mayor closed the public hearing and returned the matter to Council for consideration.

**Motion made by Councilor Miles to approve Ordinance 2025-005 to a second reading; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

4. Consideration and Approval: (First Reading) **Ordinance 2025-004 - Amending Pool Setbacks in LDC**

Mayor Wells read Ordinance 2025-004 out loud by title only.

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS,FLORIDA, PERTAINING TO THE USE OF LAND; PROVIDING FINDINGS; AMENDING PARAGRAPHS 2.02.04.D.10, 2.02.14.D.8, 2.02.15.D.8, 2.03.03.B.10, 5.01.08.B.1, 5.01.08.B.2, 5.01.08.B.3, 5.01.08.F.2, AND 5.01.08.F.1, AND SUBSECTION 5.01.08.D OF THE TOWN'S LAND DEVELOPMENT CODE, AND ADDING NEW SUBSECTION 5.01.08.G TO LAND DEVELOPMENT CODE, ALL OF WHICH RELATE TO ALLOWABLE SETBACKS FOR RESIDENTIAL POOLS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

Councilor Miles raised concerns about whether Ordinance 2025-004 was necessary, characterizing it as a "barn door after the cows have escaped" scenario. He noted that the Town had experienced a surge of variance requests related to pool setbacks, primarily from the Talichet community, over two years ago. Following the denial of one such request, the stream of applications ceased, and no variance fees have been collected in the current fiscal year. He questioned whether the ordinance addressed an ongoing issue or one that had already resolved itself and asked for insight from the Planning and Zoning Board, noting the ordinance had only been recommended narrowly by a 4-3 vote.

Town Planner, Lisa Busto, was asked to summarize the ordinance. She explained that, at the direction of the Planning and Zoning Board during its April 24, 2025, meeting, staff prepared language to amend the Land Development Code to provide alternative pool setback standards. The proposed changes allow for reduced rear setbacks, from 10 feet to 5 feet, for pools, decking, screen enclosures, and pool equipment on lots 9,600 square feet or smaller. Additionally, side setbacks for these features would match the principal structure's setback or be 10 feet, whichever is less, and pool equipment would be allowed in



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the side yard setback on any lot. However, no structures would be permitted within easements. The intent of the ordinance is to provide more practical flexibility for smaller lots that have consistently required variances under the current standards.

Planning and Zoning Board Chair, Tina St. Clair, and Planning and Zoning Board Member, Joshua Husemann, provided additional context on Ordinance 2025-004, which would reduce rear and side pool setback requirements for smaller residential lots. Mr. Husemann explained that he originally proposed the change to proactively address a recurring problem, an influx of variance requests, before future developments are built. He shared detailed estimates indicating that approximately 1,600 of the roughly 2,000 homes in upcoming developments would be on lots smaller than 9,600 square feet, thus affected by the current, more restrictive setback rules. He noted that other jurisdictions, including Lake County, already allow similar five-foot setbacks on small lots, and argued that property owners should not be unduly restricted from installing pools within legally approved building envelopes.

Mrs. St. Clair added that the Town had historically been inconsistent in approving variance requests, and the current ordinance would bring uniformity and fairness. She acknowledged the close 4-3 vote at the Planning and Zoning Board, attributing opposition largely to concerns about preserving green space and a philosophical divide between long-term "Old Howey" residents and newer residents from subdivisions such as Talichet and Venezia. Mayor Pro Tem Everline specifically asked why Board Member Alan Hays voted against the ordinance; Mrs. St. Clair confirmed his reasoning was a desire to preserve green space. Mr. Husemann acknowledged that, on very small lots, such as 6,000 square feet in Hillside Groves, pools would likely be infeasible anyway due to impervious surface limitations, and that developer agreements already restrict pool installation in some cases. Councilor Miles reflected on the history of small lot approvals and stated that past council action had already moved to prevent overly dense subdivisions like Talichet Phase 2 from recurring. Both Mr. Husemann and Mrs. St. Clair emphasized that the ordinance aligns with common practice in surrounding jurisdictions and avoids punitive restrictions on homeowners.

Further discussion of Ordinance 2025-004 continued with Planning and Zoning Board Member, Richard Mulvany, expressing opposition to the proposed changes, citing a preference among residents for the traditional character and wider separations of "Old Howey." He argued that the ordinance would unnecessarily increase density and limit green space and suggested the Town should wait to see if new variance applications arise before altering the Land Development Code.

Mayor Pro Tem Everline questioned whether new subdivisions would have community pools, to which Mr. O'Keefe and Councilor Miles confirmed that several, including Mission Rise, were planned to include at least one pool. Mrs. St. Clair and Councilor Miles then discussed the financial burden of applying for variances, which typically require an up-front cost of around $1,400, including a $400 application fee and a $1,000 pass-through deposit. Mrs. St. Clair emphasized that this added cost could discourage residents from seeking relief for small design adjustments.

Public Services Director, Morgan Cates, raised a critical operational concern regarding the placement of pool equipment and other impervious surfaces within the reduced five-foot side setbacks. He explained that such placement, especially in developments like Talichet Phase 2, can obstruct stormwater flow and create drainage problems. Mr. Cates recommended that, if the ordinance is adopted, it should include a requirement that any impervious surface placed in the five-foot side setback be elevated (e.g., on a platform or pillars) to allow stormwater conveyance underneath. He also suggested referencing Lake County's standard, which limits impervious surfaces to 32 square feet within stormwater setbacks, and clarified that while pool equipment should not be placed in rear or side easements, he had no issue with reducing the rear setback itself, provided easements were respected.

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Councilor Miles and Mr. Cates also noted that newer developments now generally require larger side setbacks, often 7.5 to 10 feet, and recommended that Town planning staff review existing and upcoming subdivisions like Hillside Groves to identify and prevent potential drainage conflicts. The discussion concluded with general consensus that the rear setback reduction was manageable with proper safeguards, but that the side yard provisions should include specific language to address stormwater impacts if impervious surfaces are permitted.

Mayor Wells opened up Public Comment for this item only.

**Tom Ballou, 1005 N. Tangerine Ave.** – Town resident, Tom Ballou, raised a concern about whether residents who were previously denied variances for pool setbacks might have legal grounds to challenge the Town if the ordinance is now changed to allow what they were once denied. Councilor Arnold acknowledged that he had posed the same question earlier in the day.

**Marie Gallelli, 1104 N Tangerine Ave.** – Town resident, Marie Gallelli, asked whether, if the Town incorporates Public Services Director Morgan Cates' recommendation regarding elevating pool equipment in side setbacks, the ordinance would need to specify materials or construction standards for the elevation (e.g., metal platforms or specific dimensions). Mr. Cates indicated that such detailed definitions were not necessary, and the Council accepted his guidance.

Councilor Miles reiterated his opposition to the ordinance, stating he believed the issue of pool setbacks had already been resolved through prior variances and code enforcement. He emphasized that past applicants were able to redesign their pools to comply with existing regulations and argued in favor of preserving green space rather than relaxing standards.

Mayor Pro Tem Everline concurred with Councilor Miles, expressing concern that allowing more structures into limited yard space would lead to overcrowding. Mayor Pro Tem Everline also pointed out Planning and Zoning Board member Richard Mulvany (who has experience in construction and drainage) had voted against the change, reinforcing his opposition to the ordinance.

**Motion made by Councilor Lannamañ to approve Ordinance 2025-004 to a second reading; seconded by Councilor Arnold. Motion failed by a roll call vote.**

**Voting**
**Yea:** Councilor Arnold, Councilor Lannamañ
**Nay:** Mayor Pro Tem Everline, Councilor Miles, Mayor Wells

5. Consideration and Approval: **Resolution 2025-012 - Official Town Representation**

***This item was moved to appear as the first item of New Business (directly after the Public Hearing section of the meeting) during the Agenda Approval section of the meeting.***

6. Consideration and Approval: **Resolution 2025-013 - Dedication of a Portion of S.R. 19 to Sheriff Gary S. Borders**

Mayor Wells read Resolution 2025-013 out loud by title only.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA, SUPPORTING THE DEDICATION OF THAT PORTION OF S.R. 19 AND C.R. 48 IN HOWEY-IN-THE-HILLS IN LAKE COUNTY AS "SHERIFF GARY S. BORDERS MEMORIAL HIGHWAY"; PROVIDING AN EFFECTIVE DATE.**



DRAFT

At this point Town Attorney, Tom Wilkes, stood and began to exit the meeting. Town Clerk, John Brock, asked for a 5-minute recess so that he could get required signature from Mr. Wilkes before he left.

Mayor Wells called a 5-minute recess at 8:32 p.m.

Mayor Wells reconvened the meeting at 8:36 p.m.

Town Manager, Sean O'Keefe, introduced a Resolution 2025-013 which was designed to designate a portion of roadway in honor of Gary S. Borders, a longtime Howey-in-the-Hills resident and former Lake County Sheriff. He explained that, although the Town had passed a similar resolution years ago, the effort stalled at the state level due to improper phrasing. State Representative Nan Cobb, who is currently supporting the effort, recently requested the Town resubmit the resolution with exact wording now required by the Florida Department of Transportation (FDOT), which includes a reference to County Road 48.

Councilor Miles expressed concern about including County Road 48 in the resolution, noting that it is under county jurisdiction and questioning how much of the road is meant to be designated. He recommended either removing CR 48 from the language or coordinating with Lake County to ensure consistency and support. He proposed tabling the item until more clarity could be obtained and a coordinated approach ensured success.

Mr. O'Keefe responded that FDOT had explicitly required this specific wording and that each entity (municipality and county) must pass matching resolutions. He emphasized that the proposed language had already been thoroughly vetted, and that delaying action could jeopardize state-level progress. Mayor Wells ultimately supported moving forward, stating trust in the Town Manager's due diligence.

**Motion made by Councilor Lannamañ to approve Resolution 2025-013; seconded by Councilor Arnold. Motion approved by roll call vote.**

**Voting**
**Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
**Nay:** None

## DEPARTMENT REPORTS

7. Town Hall

   Department report was included in the meeting's packet.

8. Police Department

   Department report was included in the meeting's packet. Police Chief Thomas amended his report by saying that the Police Department had only responded to one drowning call during the month, not four as was printed on the Police Department report.

9. Code Enforcement

   Department report was included in the meeting's packet.

10. Lake County Fire Rescue

    Lake County Fire Rescue monthly report was included in the meeting's packet.



DRAFT

11. Public Services Department

    Department reports were included in the meeting's packet.

12. Parks & Recreation

    None

13. Library / Community Events

    Department report was included in the meeting's packet.

14. Town Attorney

    None

15. Finance Supervisor

    Department report was included in the meeting's packet.

16. Town Manager

    Town Manager, Sean O'Keefe, announced that bids for Water Treatment Plant No. 3 would be opened on Tuesday, August 12th, at 2:15 p.m., with submissions due by 2:00 p.m. The engineer's estimate, including a 12-inch water main component, is approximately $10.25 million. Although no bids had been received at the time of the meeting, six or seven entities attended the pre-bid meeting, suggesting competitive interest.

    Mr. O'Keefe also reminded Council of the third budget workshop scheduled for Monday, August 18th, at 6:00 p.m., and noted that Woodard & Curran would present at the Council's second August meeting on the 25th.

    Councilor Miles revisited a previous request for staff to identify properties within 300 feet of an existing solid waste line, recalling that approximately 84 such units had been identified. He proposed using the Town's remaining $3 million in grant funds to connect these properties to the wastewater system at no cost to the homeowners, which would also eliminate existing septic tanks. Mr. O'Keefe confirmed that he thought this would be an acceptable use of the grant funds; however, the Town does not currently have sufficient equivalent residential units (ERUs) to serve those connections. When asked whether grant funds could be used to purchase additional ERUs from the CDD, Mr. O'Keefe noted that this had been previously explored and determined ineligible under the grant's terms, since the CDD may not qualify as an acceptable recipient entity. Councilor Miles requested that a formal proposal for this potential use of funds be brought to Council for a vote at the September 10th meeting.

    Separately, Mayor Wells confirmed that letters would be sent to property owners on Palm Avenue regarding the proposed road resurfacing and parking changes. These letters are intended to solicit feedback prior to Council consideration of the project at the second meeting in August.

**COUNCIL MEMBER COMMENT**

17. Mayor Pro Tem Everline

    Mayor Pro Tem Everline requested a copy of the results from the recent pedestrian crosswalk safety survey, referencing information previously mentioned by Lieutenant Mike Giddens. He stated his intent



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to forward the data to the Florida Department of Transportation (FDOT). Town Manager, Sean O'Keefe, relayed the request to the Police Chief, asking for a written report summarizing the outcomes and statistics from the pedestrian safety initiative. Mayor Graham Wells asked that the report be distributed to all Council members. The request was acknowledged without objection.

18. Councilor Arnold

    Councilor Arnold raised a pedestrian safety concern regarding the crosswalk at Central Avenue and State Road 19, noting a recent near-miss incident. He recommended that the two parking spaces adjacent to the crosswalk be removed or blocked off to improve visibility for both pedestrians and drivers. He also suggested re-marking the crosswalks to enhance their visibility, emphasizing that, while FDOT plans to resurface the road, the Town should not delay improvements due to potential state project delays. He urged staff to prioritize and implement these safety measures as soon as possible.

19. Councilor Miles

    Councilor Miles followed up on a request from the July regular meeting regarding outreach to the developer of Oak Groves, a small, proposed subdivision under county jurisdiction. He reminded Council that the County had given the developer 60 to 90 days to coordinate with the Town. Town Manager, Sean O'Keefe, confirmed that he had attempted contact but had not yet received a response. Councilor Miles emphasized the importance of documenting the Town's efforts and suggested sending a formal letter to ensure there is a written record of outreach, as that was the expectation expressed by the County.

20. Councilor Lannamañ

    Councilor Lannamañ informed the Council she would be unavailable for the August 18th budget workshop due to travel, expressing concern about missing discussion on the proposed salary increases. She noted that several residents had contacted her with concerns about the scale of the proposed increases, particularly given current economic uncertainty and the unpredictability of future development. She urged her colleagues to be mindful of fiscal responsibility and resident sentiment during the workshop.

    Recognizing the importance of having all five council members present for this critical discussion, Mayor Graham Wells proposed rescheduling the workshop. After reviewing each member's availability, the Council agreed to move the workshop to **Monday, August 25th at 3:00 p.m.**, ahead of the regularly scheduled council meeting. Councilor David Miles expressed concern about a potential scheduling conflict with a medical appointment but agreed to try to reschedule it.

    The Council formally approved the change through a motion by Councilor Jon Arnold, seconded and passed unanimously. The August 18th workshop was officially canceled, and the rescheduled session will now take place on August 25th at 3:00 p.m. to allow full participation and adequate time for salary-related discussions.

    **Motion made by Councilor Arnold to reschedule the third Town Council Workshop (originally scheduled on August 18, 2025 at 6:00 p.m.) to Monday, August 25, 2025, at 3:00 p.m.; seconded by Councilor Lannamañ. Motion approved by voice vote.**

    **Voting**
    **Yea:** Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells
    **Nay:** None

21. Mayor Wells



DRAFT

None

DRAFT

**ADJOURNMENT**

**There being no further business to discuss, a motion was made by Councilor Lannamañ to adjourn the meeting; Councilor Arnold seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 9:06 p.m. | **Attendees: 38**

_____

Graham Wells, CMC, Mayor

ATTEST:

_____

John Brock, Town Clerk

DRAFT

**August 06, 2025**
Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager

# Land Development Code Amendment- Platting Procedures

## Applicant: Town initiated

The Florida Legislature amended Chapter 177, Florida Statutes, through session law Chapter 2025-164. The amendments require plat and replat submittals to be administratively approved. Howey-in-the-Hills' current Land Development Code (LDC) platting procedures require review and approval of all plats by the Howey-in-the-Hills Town Council.

Ordinance 2025-005 proposes to amend the LDC so that the platting procedures are consistent with the amendments to Chapter 177, Florida Statutes for administrative review and define an administrative review process.

**Staff Recommendation:** recommend Town Council adopt Ordinance 2025-005.

**Planning Board Recommendation:** At their July 24, 2025, public hearing, the Planning and Zoning Board voted unanimously to recommend adoption of Ordinance 2025-005.

**Motion Examples:**

1. Adopt Ordinance 2025-005.
2. Deny Ordinance 2025-005 based on [specify reasons for recommendation of denial], or
3. Continue consideration of Ordinance 2025-005 pending additional information [specify information needed] from the applicant.

**ORDINANCE NO. 2025-005**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO DEVELOPMENT; PROVIDING FINDINGS; AMENDING SECTION 4.09.00 OF THE HOWEY-IN-THE-HILLS LAND DEVELOPMENT CODE; DELETING OBSOLETE AND INCORRECT LANGUAGE REQUIRING VACATION OF PRIOR PLATS BEFORE REPLATTING; CLARIFYING AND REVISING PROCEDURES AND REQUIREMENTS FOR REVIEW AND APPROVAL OF PROPOSED PLATS OF LAND TO CONFORM TO 2025 AMENDMENTS TO PART I OF CHAPTER 177 OF THE FLORIDA STATUTES; REQUIRING TOWN COUNCIL APPROVAL AS A CONDITION TO APPROVAL OF PLATS FOR PRIVATE, GATED SUBDIVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**Be it ordained by the Town Council of the Town of Howey-in-the-Hills, Florida:**

**Section 1. Findings**. In adopting this ordinance, the Town Council of the Town of Howey-inthe-Hills, Florida finds and declares the following:

(1) Howey-in-the-Hills' current Land Development Code platting procedures require review and approval of all plats by the Howey-in-the-Hills Town Council.

(2) The Florida Legislature amended Chapter 177, Florida Statutes, through session law Chapter 2025-164. The amendments require plat and replat submittals to be administratively approved.

(3) The Town Council determines that the proposed amendments to the Land Development Code in **Attachment A** to this ordinance are consistent with the amendments to Chapter 177, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town's Land Development Code contained in Attachment A to this ordinance.

**Section 2. Adoption of Amendments to Section 4.09.00 of the Land Development Code of the Town of Howey-in-the-Hills**. The amendments to Section 4.09.00 of the Land Development Code as contained in **Attachment A** to this ordinance with the underscore and strike-through format, are hereby approved and adopted by the Town Council.

**Section 3. Codification**. The amendments to the Land Development Code in Attachment A are to be codified and posted on the Town's website accordingly.

**Section 4. Severability.** If any provision or portion of this ordinance or its Attachment A is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then

all remaining provisions of this ordinance and its Attachment A shall remain in full effect. To that end, this ordinance is declared to be severable.

**Section 5. Effective Date.** This ordinance takes effect immediately upon enactment.

**ORDAINED AND ENACTED** this ____ day of _____, 2025, by the Town Council of the Town of Howey-in-the-Hills, Florida.

**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**
By: its Town Council

By:_____
Hon. Graham Wells, Mayor

**ATTEST:**

_____
John Brock, Town Clerk

**APPROVED AS TO FORM AND LEGALITY**
(for the use and reliance of the Town only)

_____
Thomas J. Wilkes, Town Attorney

First Reading held _____, 2025
Second Reading and Public Hearing held _____, 2025
Advertised _____, 2025, and _____, 2025

**Attachment A**

---

**Amendments *to***
**Section 4.09.00 *of***
***the***
**Town of Howey-in-the-Hills**
**Land Development Code**

## 4.09.00 FINAL PLAT REQUIREMENTS

### *4.09.01 Final Plat*

The applicant ~~shall~~must provide the Town Clerk with six (6) paper copies of the Final Plat for review. These sheets shall be twenty-four (24) inches by thirty-six (36) inches. Plats ~~shall~~must meet all of the requirements of Chapter 177 Florida Statutes and shall be so certified by a land surveyor registered in the State of Florida.

If a government survey corner is used to conduct the surveys for the plats, a copy of the corner record ~~shall~~must be resubmitted along with the plats for approval. All plats to be recorded ~~shall~~must contain the required plat certificates. ~~When previously platted lands are proposed for replatting, it will be necessary that the existing plat, or portion thereof, be vacated pursuant to Chapter 177 Florida Statutes, subsequent to recordation of the new plat.~~

### 4.09.02 *Required Information*

A plat may be submitted for which all subdivision improvements have not been completed, installed and/or accepted by the Town; however, a performance bond or letter of credit in the amount of 120% of the cost of any improvements that have not been accepted by the Town~~,~~ must accompany the plat submittal. The final plat application ~~shall~~must comply with the requirements of Chapter 177, Florida Statutes, as amended from time to time, and ~~shall~~must include the following:

A. The Plat cover sheet ~~shall~~must include a vicinity map drawn to scale and including orientating features, a complete legal description including the section, township and range, the name, address, and telephone number of the owner or the name and address of the president and secretary if the owner is a corporation, and the area of the property in both square footage and acreage.
B. The Plat ~~shall~~must include any and all Joinder and Consents.
C. Title Opinion. The Plat application ~~shall~~must include a title opinion of an attorney licensed in Florida or a certification by a title company dated no earlier than thirty (30) days prior to the submittal.
D. The Plat ~~shall~~must include the dedication of any improvements to the Town of Howey in the Hills.
E. The Plat ~~shall~~must include a note on the cover sheet that "No amendments shall be made to the Declaration of Covenants, Conditions and Restrictions without prior approval of the Town of Howey in the Hills with regard to changes to or transfer of

any portion or component of the subdivision infrastructure and any change in ownership or maintenance provisions of the common areas."

F. The Final Plat ~~shall~~must contain sufficient data to determine readily and locate accurately on the ground, the location, bearing and length of every right of way line, lot line, easement boundary line and block line, including the radii, arcs and central angles of all curves.

G. Each permanent reference monument ~~shall~~must be shown on the plat by appropriate designation.

H. All permanent control points ~~shall~~must be shown on the plat by an appropriate designation. ~~It is the~~ The land ~~surveyor's responsibility to~~ surveyor must furnish to the Town Clerk his certificate that the permanent control points have been set and the dates they were set.

I. The Plat application ~~shall~~must include Proposed Homeowners' or Property Owners' Association (HOA or POA) Documents. Prior to recordation of the final plat, a homeowners' or property owners' association ~~shall~~must be established. The applicant ~~shall~~must provide six ~~(6)~~ copies of all proposed HOA or POA documents related to the subdivision. The HOA or POA documents ~~shall~~must include language regarding ownership and/or maintenance responsibilities for improvements including, but not limited to, upgraded streetlights and all common areas, including stormwater management facilities, parks, entranceways, and buffers. These documents ~~shall~~must be ~~submitted to and~~ reviewed by the DRC, the Town Engineer, the Town Surveyor, and the Town Attorney prior to review by the Town Manager's office~~Council~~.

J. Proposed Deed Restrictions and Covenants. The applicant ~~shall~~must provide six ~~(6)~~ copies of all proposed deed restrictions effecting the subdivision. These deed restrictions ~~shall~~must be recorded in the official records of Lake County along with the plat. These documents ~~shall~~must be ~~submitted to and~~ reviewed by the DRC, the Town Engineer, the Town Surveyor, and the Town Attorney prior to review by the Town Manager's office~~Council~~.

K. Private Subdivisions. Private, gated subdivisions may be created only if approved by Town Council, and such approval may be granted or denied at the Town Council's discretion. A subdivision~~,~~ requesting to have private streets~~,~~ must have enforceable legal documents establishing the owner's association~~,~~ and creating binding restrictive covenants. ~~These~~The documents must provide ~~for~~ a means of enforcing any and all assessments levied by the association, in order to financially provide for the continuing care and maintenance of the streets. ~~These~~The documents ~~shall~~must be ~~submitted to and~~ reviewed by the DRC, the Town Engineer, the Town Surveyor, and Town Attorney prior to review by the Town Manager's office~~Council~~. Appropriate provisions must be made for the uncontested use of the private streets by ~~those~~ governmental agencies~~,~~ such as the Howey in the Hills Police Department and Public Works Department and other governmental agencies, which may~~,~~ from time-to-time need to travel over or across ~~said~~the private streets. In addition, the HOA or POA ~~shall~~must enter into an agreement with the Town for

enforcement of traffic laws on the private streets if the HOA or POA seeks those services.

L. Surety for Improvements. This is ~~only~~ required only if platting is requested prior to installation of all improvements and acceptance of ~~same~~all improvements by the Town. Prior to the recordation of ~~any~~a Final Plat, the applicant ~~shall~~must file with the Town Manager's office~~Council~~ an adequate performance guarantee such as a performance bond or escrow agreement funded by cash, cashier's check or a certified check upon a local bank, conditioned to secure the construction of the required improvements in a satisfactory manner to the Town and within a time period specified by the Town ~~Council~~Manager. No such performance guarantee ~~shall~~will be accepted unless it is enforceable by or payable to the Town in a sum at least equal to 120%~~one hundred twenty percent (120%)~~ of the cost of all improvements required to be installed by the applicant. The amount of the performance guarantee ~~shall~~must be based on the project engineer's certified estimate of the cost of improvements or upon actual contract costs for installing the improvements as referenced by a signed contract between the developer and the site contractor. This performance guarantee should be reviewed and approved by both the Town Engineer and the Town Attorney.

M. Warranty Deed. For public site dedications (i.e. school site or park site).

**4.09.03** ***Review Process***

Within 7 business days of receiving the Final Plat, the Town Manager's office will provide written notice to the Applicant. This notice will include the following information: (1) acknowledgment of receipt, (2) identification of any missing documents or information necessary to process the plat, (3) an explanation of the review and approval process, and (4) an expected timeframe for reviewing, approving, and processing the plat.

The Town Manager's office shall approve, approve subject to conditions, or deny the Final Plat within the timeframe stated in the notice unless the Applicant requests an extension of time. In denying a Final Plat, the Town Manager's office must state reasons for the denial, including specific citations to unmet requirements.

The Town Manager's office may not request or require the Applicant to file a written extension of time.

~~After the DRC~~Once the Town Manager's office, on advice from the DRC, the Town surveyor, the Town engineer, and the Town Attorney, ~~are~~is satisfied with the Final Plat and all applicable documents, ~~a report from the Town Attorney shall be submitted to the Town Council.~~the Town Manager will approve the Final Plat by affixing his signature to it. The Town Manager will provide the approved Final Plat to the Town Clerk to record the plat in the records of Lake County, Florida.

A copy of the recorded plat shall be provided by the Town to the applicant. The Town Clerk shall also forward a copy of the recorded Final Plat to the appropriate Lake County office for verification of street addresses for the new lots.

~~**4.09.04 *Review and Action by the Town Council***~~

~~The Final Plat shall be scheduled for a regular Town Council meeting. A Final Plat does not require a public hearing. The Town Manager shall submit a report to the Town Council outlining the recommendations of the DRC, the Town surveyor, and the Town Attorney. The Town Council shall approve, approve subject to conditions, or deny the Final Plat. In denying any Final Plat, the Town Council shall provide reasons for such action.~~

~~Once the Town Council approves the Final Plat and the applicant provides a copy of the recorded HOA and/or POA documents and the recorded deed restrictions to the Town, the Town Clerk shall record the plat in the records of Lake County, Florida. A copy of the plat shall be provided by the Town to the applicant.~~

~~The Town Clerk shall also forward a copy of the recorded Final Plat to the appropriate Lake County office for verification of street addresses for the new lots.~~

**August 21, 2025**
Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager

## Consideration and Approval

### Florida Department of Transportation (FDOT) Restriping of Palm Avenue to Remove On-Street Parking

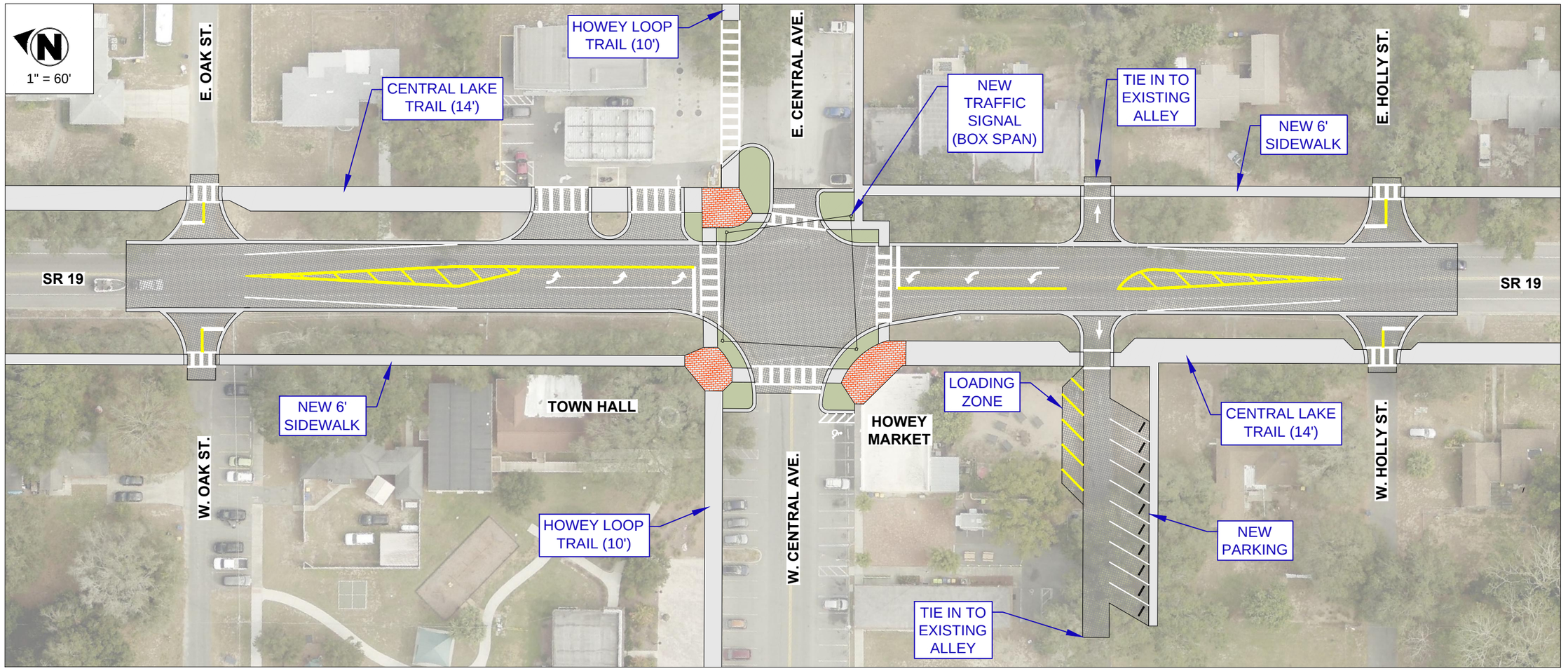
Working with the Lake-Sumter Metropolitan Planning Organization (MPO), the Town has been considering transportation improvements that may improve the safety and flow of traffic through the Town. One particular area of concern is in the downtown core on Palm Avenue (State Road 19), which is maintained by the FDOT.

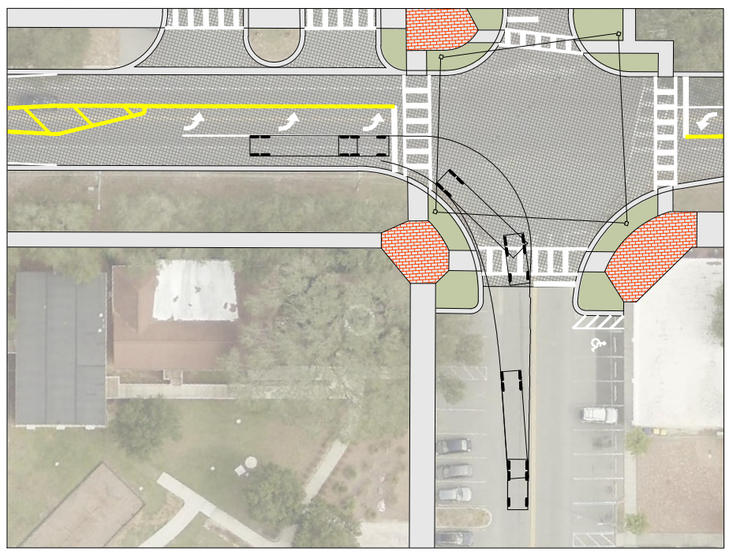
Currently, through downtown, the road right-of-way includes a north-bound travel lane, a south-bound travel lane, and on-street parking on both sides of the travel lanes. The consideration is to request the FDOT remove the on-street parking, as it is underutilized, and then restripe the travel lanes so that a dedicated turn-lane can be added.

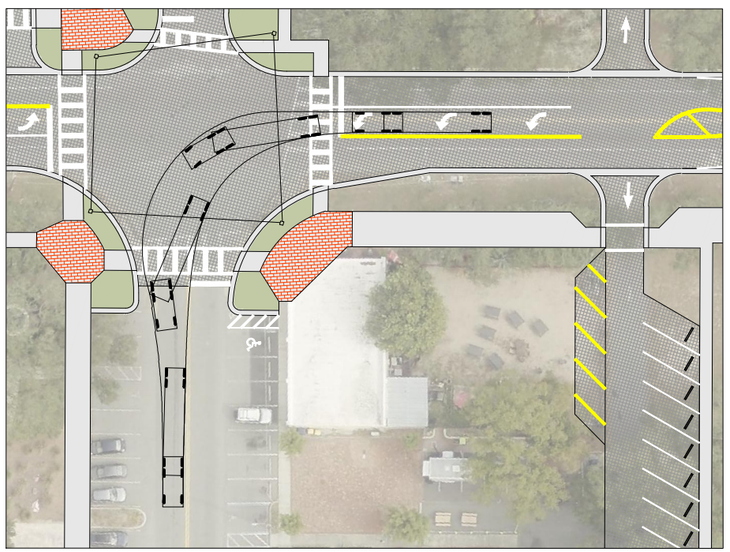
This project will not require additional right-of-way. The right-of-way is wide enough to restripe for the center turn-lane once the on-street parking is removed. The dedicated turn-lane will help traffic flow without disruption along Palm Avenue and will provide safer turning maneuvers onto intersecting streets, such as Central Avenue, where large trucks turn daily.

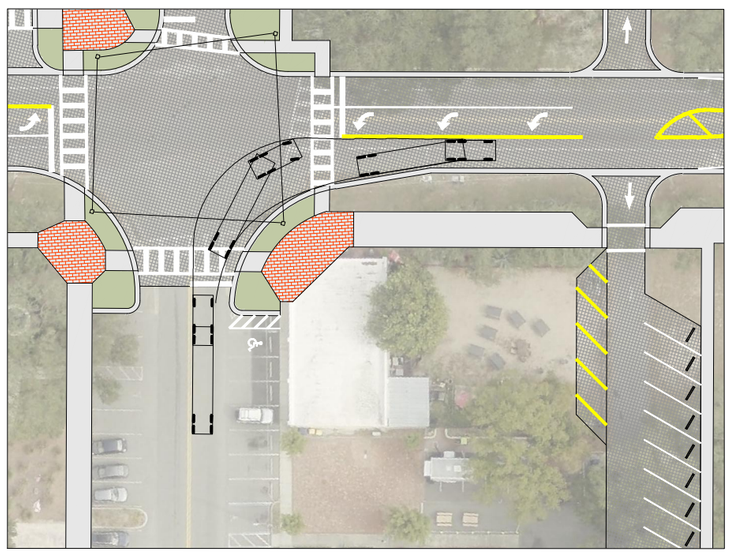
**Motion Examples:**

1. Approve requesting the FDOT to remove the on-street parking on Palm Avenue (State Road 19), and restripe the travel lanes so that a dedicated turn-lane can be added; or,
2. Deny requesting the FDOT to remove the on-street parking on Palm Avenue (State Road 19), and restripe the travel lanes so that a dedicated turn-lane can be added; or,
3. Continue consideration of requesting the FDOT to remove the on-street parking on Palm Avenue (State Road 19), and restripe the travel lanes so that a dedicated turn-lane can be added, pending additional information [specify information needed].







DONALD A. GRIFFEY
FLORIDA 036799

GRIFFEY ENGINEERING, INC.
36202 East Eldorado Lake Dr.
EUSTIS, FLORIDA 32736
(352) 409-0640

TOWN OF
HOWEY-IN-THE-HILLS
101 N. PALM AVENUE
P.O. BOX 128
HOWEY-IN-THE-HILLS, FL 34737
(352) 324-2290

# SR 19 & CENTRAL AVENUE INTERSECTION IMPROVEMENT

## CONCEPTUAL PLAN

| Date | Drawn By: |
|---|---|
| | DAG |
| | Drawing #: |
| | SR19 & CA - CP |
| | Project #: |
| | 15028 |
| 03/17/2025 | Scale: |
| 02/18/2022 | AS SHOWN |

SHEET 1 | 51

## CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

## INDEX OF SIGNING AND PAVEMENT MARKING PLANS


| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| S-1 | KEY SHEET |
| S-2 | GENERAL NOTES |
| S-3 TO S-11 | SIGNING AND MARKING PLAN |


# STATE OF FLORIDA
# DEPARTMENT OF TRANSPORTATION

# SIGNING AND PAVEMENT MARKING PLANS

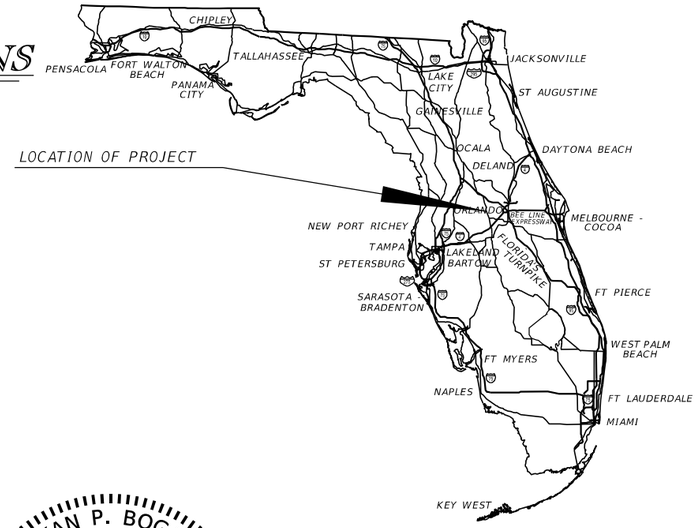
## FINANCIAL PROJECT ID 452642-1-52-01

## LAKE COUNTY (11060/11170)

STATE ROAD NO. 19 (N. PALM AVE./S. PALM AVE.)

RESURFACING FROM LAKEVIEW AVENUE TO CR 48

| | |
|---|---|
| PROJECT LOCATION URL: | https://tinyurl.com/4b82b3sa |
| PROJECT LIMITS: | SECTION #11170<br>BEGIN MP 12.190 END MP 12.465<br>SECTION #11060<br>BEGIN MP 14.150 – END MP 14.982 |
| EXCEPTIONS: | NONE |
| BRIDGE LIMITS: | NONE |
| RAILROAD CROSSING: | NONE |




THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

RYAN P. BOGAN
LICENSE
No 82217
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PHASE II SUBMITTAL
FEBRUARY 2025

## SIGNING AND PAVEMENT MARKING PLANS ENGINEER OF RECORD:


RYAN P. BOGAN, P.E.
P.E. LICENSE NUMBER 82217
JOHNSON, MIRMIRAN & THOMPSON, INC.
400 COLONIAL CENTER PKWY, SUITE 100
LAKE MARY, FL 32746
(407) 562-4952


CONTRACT NO.: CAI27
VENDOR NO.: 52-096531

## FDOT PROJECT MANAGER:

BITA HOOMAN

## GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

## GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, 2025-26 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|---|---|---|
| TBD | 26 | S-1 |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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#USER$ 8/5/2025 6:53:00 AM

GENERAL NOTES

1. PLACE EXISTING SIGN PANELS TO BE REMOVED IN AREAS APPROVED BY THE PROJECT ENGINEER OR CONSTRUCTION PROJECT ENGINEER FOR PICK UP BY FDOT.

2. REFER TO ROADWAY PLANS FOR UTILITY AGENCY/OWNERS.

3. MATCH EXISTING PAVEMENT MARKINGS AT ALL MILLING LIMITS.

4. EXISTING SIGNS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED AT THE CONTRACTORS EXPENSE.

5. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS ARE TO REMAIN UNLESS NOTED OTHERWISE.

6. FINAL THERMOPLASTIC IS TO BE PLACED AFTER LOOP AND LEAD-IN INSTALLATION AS TO NOT COVER/DISRUPT THE THERMOPLASTIC MARKINGS.

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| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD
RYAN P. BOGAN, P.E.
LICENSE NUMBER: 82217
JOHNSON, MIRMIRAN & THOMPSON, INC.
2000 EAST 11TH AVENUE, SUITE 300
TAMPA, FL 33605-3830

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

GENERAL NOTES

SHEET NO. S-2



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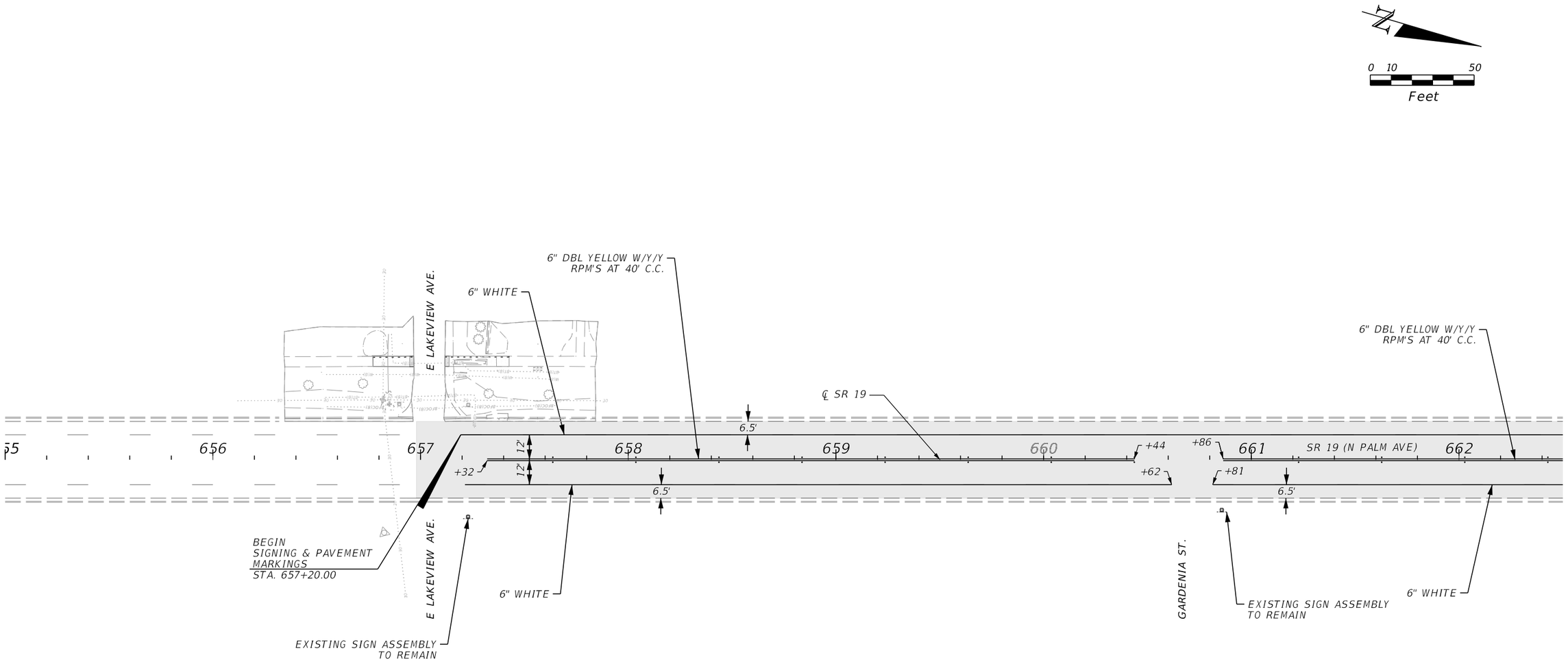


| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SIGNING AND MARKING PLAN | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | RYAN P. BOGAN, P.E.<br>LICENSE NUMBER: 82271<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>2000 EAST 11TH AVENUE, SUTIE 300<br>TAMPA, FL 33605-3830 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | S-3 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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0 10 50
Feet

W MYRTLE ST.

W. HOLLY ST.

SR 19 (N PALM AVE)

℄ SR 19

663 664 665 666 667 668 669

+13 +03 +39 +49 +40 +14 +73 +74 +00

12' 12' 6.5' 6.5' 6.5' 6.5'

6" WHITE

6" DBL YELLOW W/Y/Y RPM'S AT 40' C.C.

E MYRTLE ST.

EXISTING SIGN ASSEMBLY TO REMAIN

SPEED LIMIT 35

REMOVE AND REPLACE EXISTING SIGN PANEL R2-1 24"X30"

| | |
|---|---|
| 0700 3101 | 1 EA |
| 0700 3601 | 1 EA |

AHEAD

REMOVE AND REPLACE EXISTING SIGN PANEL W11-2 30""X30" W16-9P 24"X12"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

E. HOLLY ST.

X-ING AHEAD

REMOVE AND REPLACE EXISTING SIGN PANEL W11-11 30"X30" W16-9P 24"x12"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SIGNING AND MARKING PLAN | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | RYAN P. BOGAN, P.E.<br>LICENSE NUMBER: 82217<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>2000 EAST 11TH AVENUE, SUITE 300<br>TAMPA, FL 33605-3830 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | S-4 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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0 10 50
Feet

6" WHITE
6" DBL YELLOW WITH Y/Y RPM'S AT 40' C.C.
24" PREFORMED WHITE (TYP.)
24" WHITE
6" DBL YELLOW W/Y/Y RPM'S AT 40' C.C.
12" WHITE
12" WHITE
6" WHITE
6" DBL YELLOW W/Y/Y RPM'S AT 40' C.C.
24" PREFORMED WHITE (TYP.)
24" PREFORMED WHITE (TYP.)
24" WHITE
6" DBL YELLOW W/Y/Y RPM'S AT 40' C.C.

W. CENTRAL AVE.
E. CENTRAL AVE.
℄ SR 19
SR 19 (N PALM AVE)
W. OAK ST.
E. OAK ST.

REMOVE AND REPLACE EXISTING SIGN PANEL
W11-2
30"X30"
W16-7P
21"X15"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
M3-3P
24"X12"
M1-5
24"X24"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
W11-11
30"X30"
W16-9P
24"x12"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
W11-2
30""X30"
W16-9P
24"X12"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
R2-1
24"X30"

| | |
|---|---|
| 0700 3101 | 1 EA |
| 0700 3601 | 1 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
M3-1P
24"X12"
M1-5
24"X24"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
W11-2
30"X30"
W16-7P
21"X15"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

REMOVE AND REPLACE EXISTING SIGN PANEL
R2-1
24"X30"

| | |
|---|---|
| 0700 3101 | 1 EA |
| 0700 3601 | 1 EA |

RELOCATE EXISTING SIGN

| | |
|---|---|
| 0700 1500 | 1 EA |

EXISTING SIGN TO REMAIN
EXISTING SIGN TO REMAIN
EXISTING SIGN TO REMAIN
EXISTING SIGN ASSEMBLY TO REMAIN
EXISTING SIGN ASSEMBLY TO REMAIN
EXISTING SIGN ASSEMBLY TO REMAIN

SOUTH 19
NORTH 19
AHEAD
X-ING AHEAD
POST OFFICE
LIBRARY
SPEED LIMIT 35
SNS
STOP

671 672 673 674 675 676 677
6.5'
10'
12' 12'

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD
RYAN P. BOGAN, P.E.
LICENSE NUMBER: 82217
JOHNSON, MIRMIRAN & THOMPSON, INC.
2000 EAST 11TH AVENUE, SUITE 300
TAMPA, FL 33605-3830

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

# SIGNING AND MARKING PLAN

SHEET NO. S-5

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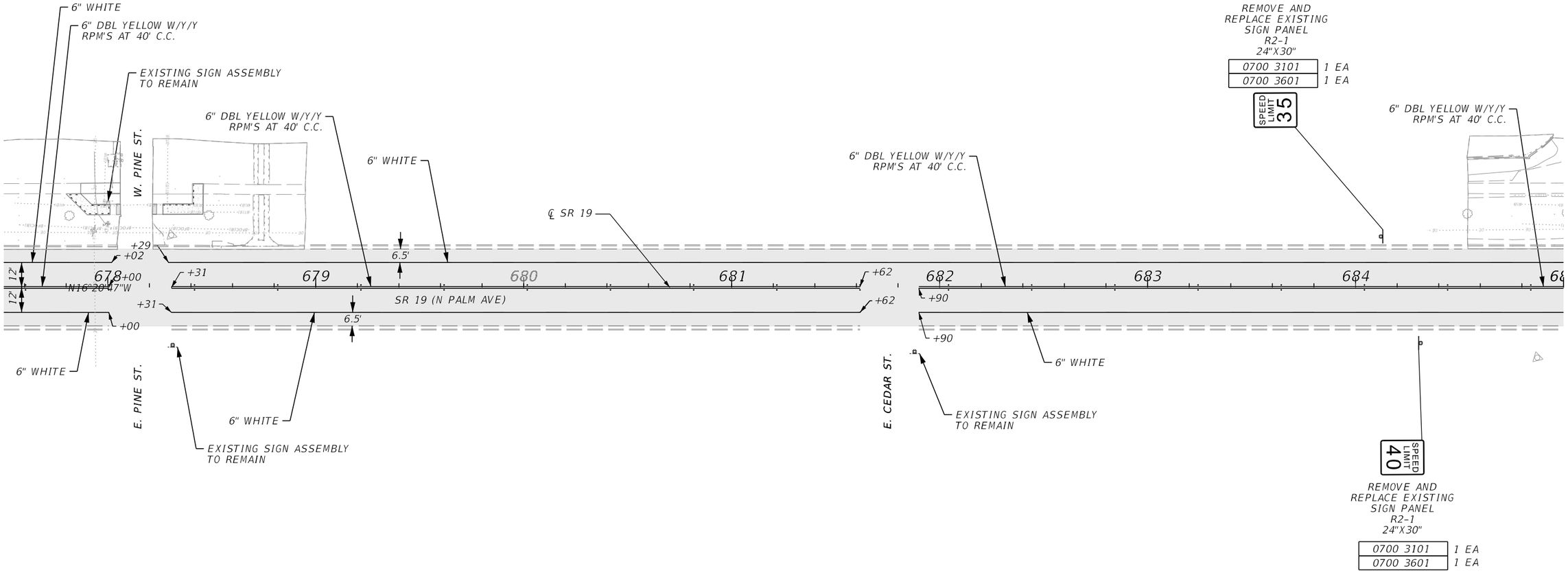


| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD
RYAN P. BOGAN, P.E.
LICENSE NUMBER: 82217
JOHNSON, MIRMIRAN & THOMPSON, INC.
2000 EAST 11TH AVENUE, SUITE 300
TAMPA, FL 33605-3830

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

# SIGNING AND MARKING PLAN

SHEET NO. S-6

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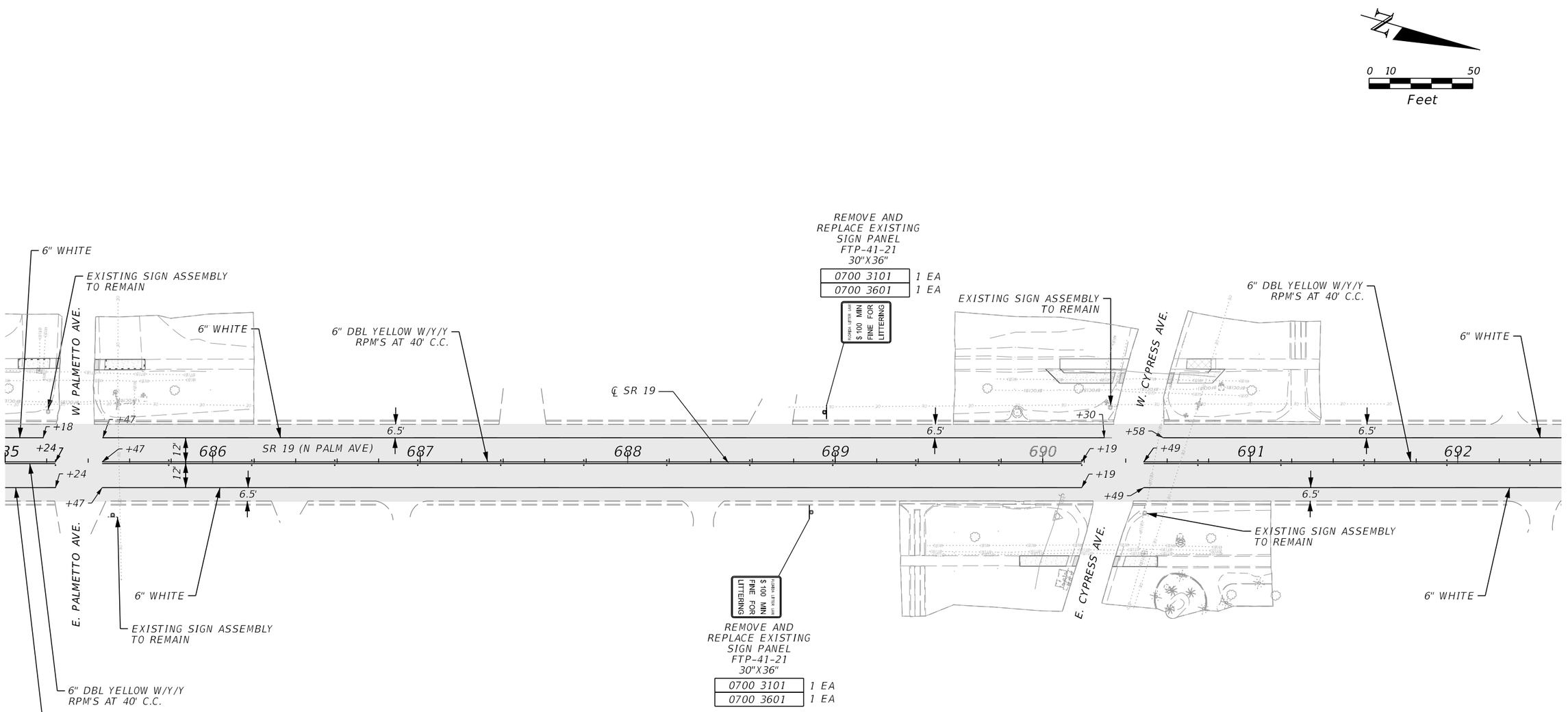


| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SIGNING AND MARKING PLAN | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | RYAN P. BOGAN, P.E.<br>LICENSE NUMBER: 82217<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>2000 EAST 11TH AVENUE, SUITE 300<br>TAMPA, FL 33605-3830 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | S-7 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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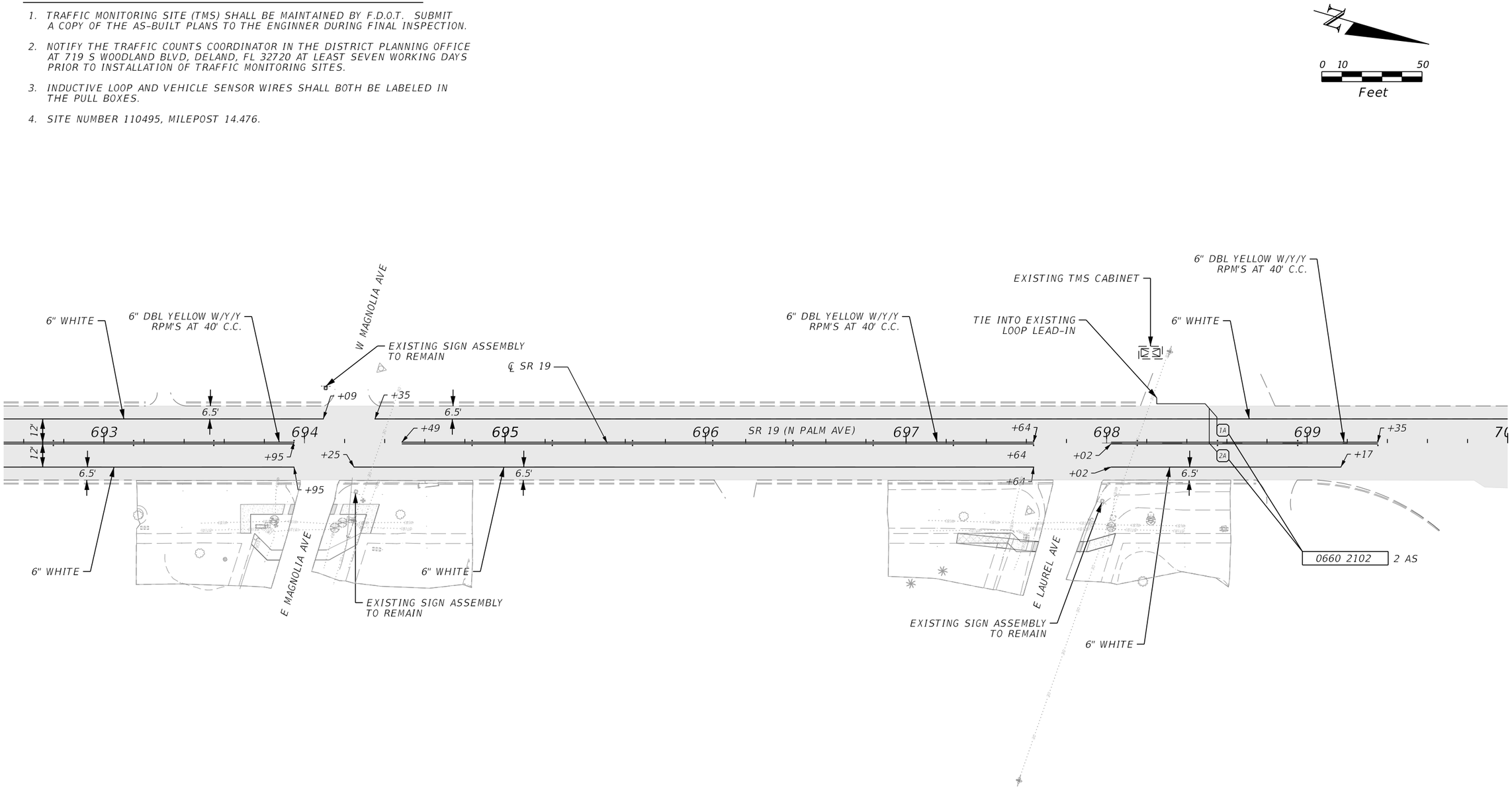
## PLAN NOTES AND INSTALLATION DETAILS FOR TRAFFIC MONITORING SITES

1. TRAFFIC MONITORING SITE (TMS) SHALL BE MAINTAINED BY F.D.O.T. SUBMIT A COPY OF THE AS-BUILT PLANS TO THE ENGINNER DURING FINAL INSPECTION.
2. NOTIFY THE TRAFFIC COUNTS COORDINATOR IN THE DISTRICT PLANNING OFFICE AT 719 S WOODLAND BLVD, DELAND, FL 32720 AT LEAST SEVEN WORKING DAYS PRIOR TO INSTALLATION OF TRAFFIC MONITORING SITES.
3. INDUCTIVE LOOP AND VEHICLE SENSOR WIRES SHALL BOTH BE LABELED IN THE PULL BOXES.
4. SITE NUMBER 110495, MILEPOST 14.476.




| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SIGNING AND MARKING PLAN | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | RYAN P. BOGAN, P.E.<br>LICENSE NUMBER: 82217<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>2000 EAST 11TH AVENUE, SUITE 300<br>TAMPA, FL 33605-3830 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | S-8 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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0 10 50
Feet

EXISTING SIGN ASSEMBLY TO REMAIN

SHLDR WIDTH VARIES

REMOVE AND REPLACE EXISTING SIGN PANEL
R2-1
24"X30"

| | |
|---|---|
| 0700 3101 | 1 EA |
| 0700 3601 | 1 EA |

SPEED LIMIT 40

PC STA +90.10

12"

12"

+24

+92

701 702 703 704 705 706 707

℄ SR 19

SR 19 (N PALM AVE)

6" DBL YELLOW W/Y/Y RPM'S AT 40' C.C.

6" WHITE

6" WHITE

JCT 48 LAKE COUNTY

REMOVE AND REPLACE EXISTING SIGN PANEL
M2-1P
24"X12"
M1-6
24"X24"

| | |
|---|---|
| 0700 3101 | 2 EA |
| 0700 3601 | 2 EA |

CITRUS AVE

SHLDR WIDTH VARIES

EXISTING SIGN ASSEMBLY TO REMAIN

NORTH 19

REMOVE AND REPLACE EXISTING SIGN PANEL
M3-1P
24"X12"
M1-5
24"X24"
M6-3P
21"X15"

| | |
|---|---|
| 0700 3101 | 3 EA |
| 0700 3601 | 3 EA |

SPEED LIMIT 40

REMOVE AND REPLACE EXISTING SIGN PANEL
R2-1
24"X30"

| | |
|---|---|
| 0700 3101 | 1 EA |
| 0700 3601 | 1 EA |

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SIGNING AND MARKING PLAN | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | RYAN P. BOGAN, P.E.<br>LICENSE NUMBER: 82217<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>2000 EAST 11TH AVENUE, SUITE 300<br>TAMPA, FL 33605-3830 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | S-9 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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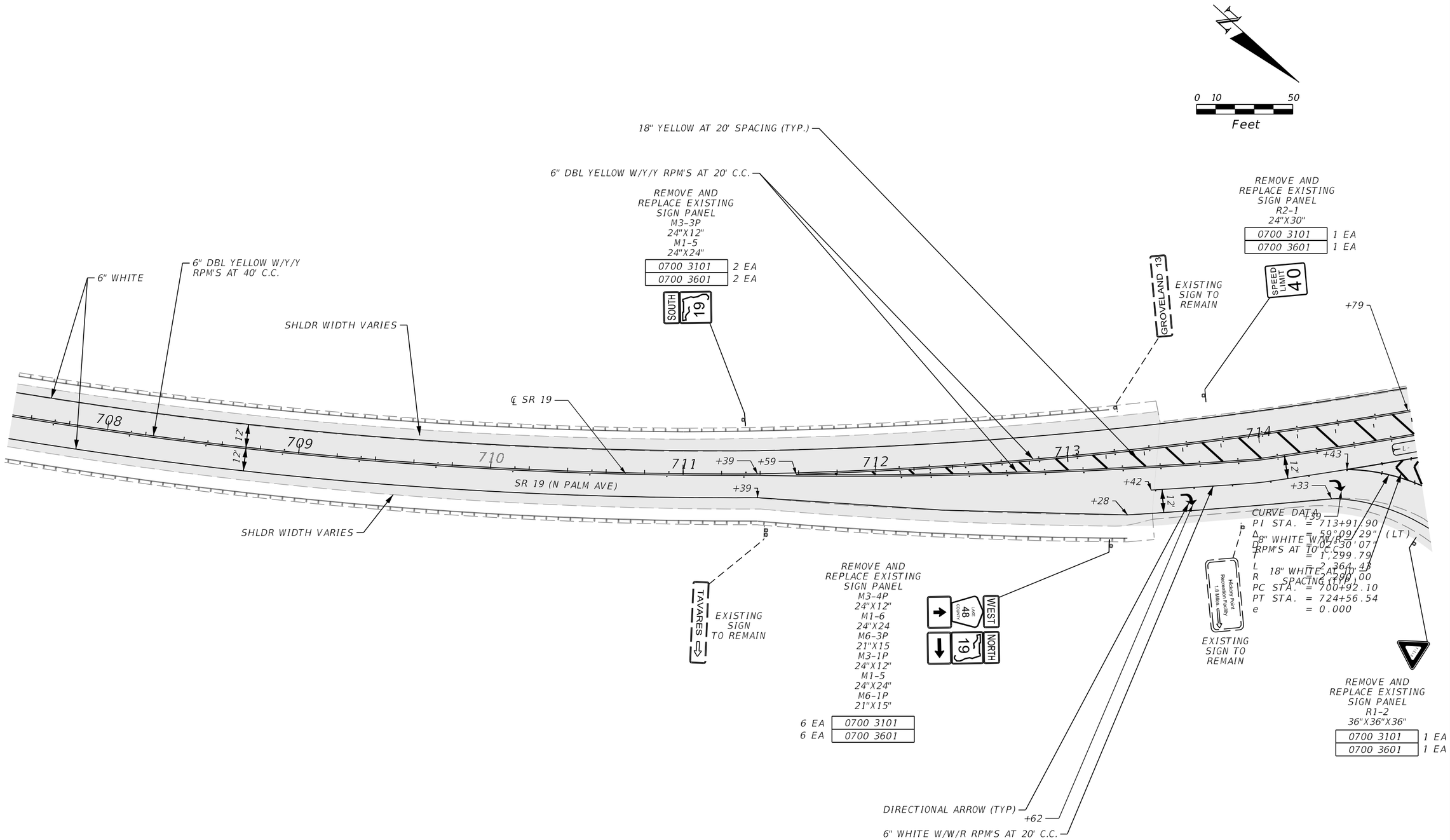


| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SIGNING AND MARKING PLAN | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | RYAN P. BOGAN, P.E.<br>LICENSE NUMBER: 82217<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>2000 EAST 11TH AVENUE, SUITE 300<br>TAMPA, FL 33605-3830 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | S-10 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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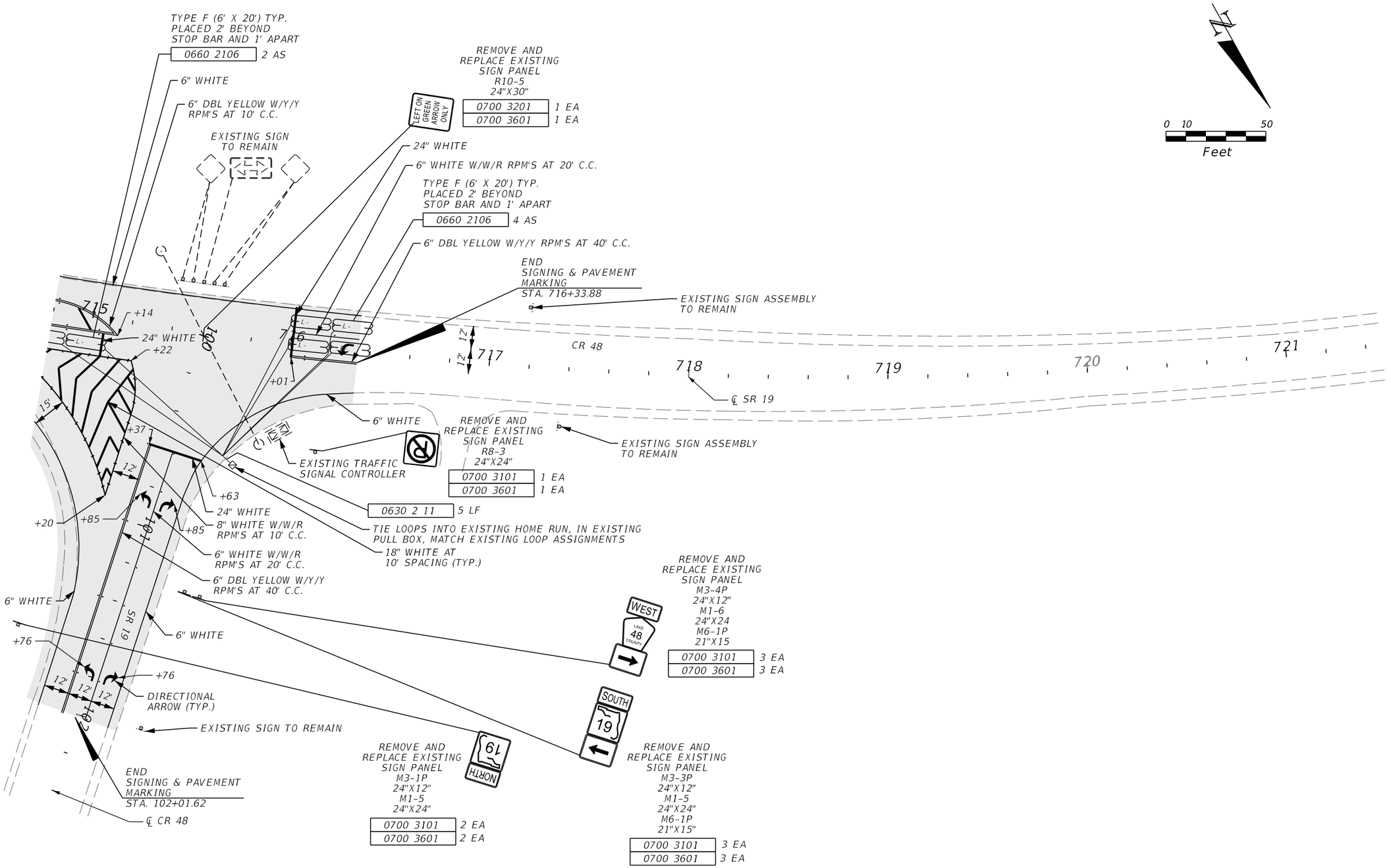


| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD

RYAN P. BOGAN, P.E.
LICENSE NUMBER: 82217
JOHNSON, MIRMIRAN & THOMPSON, INC.
2000 EAST 11TH AVENUE, SUITE 300
TAMPA, FL 33605-3830

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

# SIGNING AND MARKING PLAN

SHEET NO. S-11

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## CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND MARKING PLANS

## INDEX OF ROADWAY PLANS


| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| 1 | KEY SHEET |
| 2 | SIGNATURE SHEET |
| 3-4 | TYPICAL SECTIONS |
| 5-6 | PROJECT LAYOUT |
| 7 | GENERAL NOTES |
| 8-16 | SPECIAL DETAILS |
| 17-18 | TEMPORARY TRAFFIC CONTROL PLANS |


## GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: https://www.fdot.gov/design/standardplans/current

## GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2026-27 Standard Specifications for Road and Bridge Construction at the following website: https://www.fdot.gov/programmanagement/Implemented/SpecBooks

# STATE OF FLORIDA
# DEPARTMENT OF TRANSPORTATION

# ROADWAY PLANS

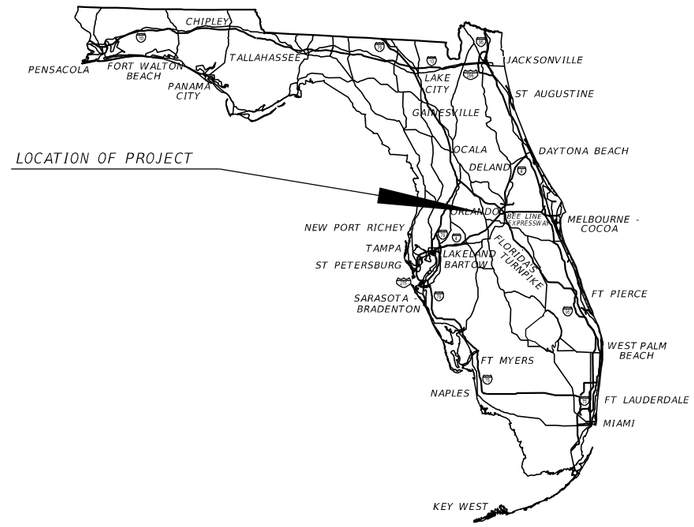
## FINANCIAL PROJECT ID 452642-1-52-01

## LAKE COUNTY (11060/11170)

STATE ROAD NO. 19 (N. PALM AVE./S. PALM AVE.)

RESURFACING FROM LAKEVIEW AVENUE TO CR 48

| | |
|---|---|
| PROJECT LOCATION URL: | https://tinyurl.com/4b82b3sa |
| PROJECT LIMITS: | SECTION #11170<br>BEGIN MP 12.186 END MP 12.465<br>SECTION #11060<br>BEGIN MP 14.982 – END MP 14.150 |
| EXCEPTIONS: | NONE |
| BRIDGE LIMITS: | NONE |
| RAILROAD CROSSING: | NONE |




PHASE III
AUGUST 2025

## ROADWAY PLANS ENGINEER OF RECORD:


JASON RILEY FLICK, P.E.
P.E. LICENSE NUMBER 74741
JOHNSON, MIRMIRAN & THOMPSON, INC.
400 COLONIAL CENTER PKWY, SUITE 100
LAKE MARY, FL 32746
(407) 562-4952
CONTRACT NO.: CAI27
VENDOR NO.: 52-096531


## FDOT PROJECT MANAGER:

BITA HOOMAN

| CONSTRUCTION CONTRACT NO. | FISCAL YEAR | SHEET NO. |
|---|---|---|
| TBD | 27 | 1 |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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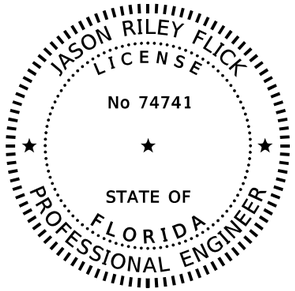



*THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:*

*ON THE DATE ADJACENT TO THE SEAL*

*SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.*

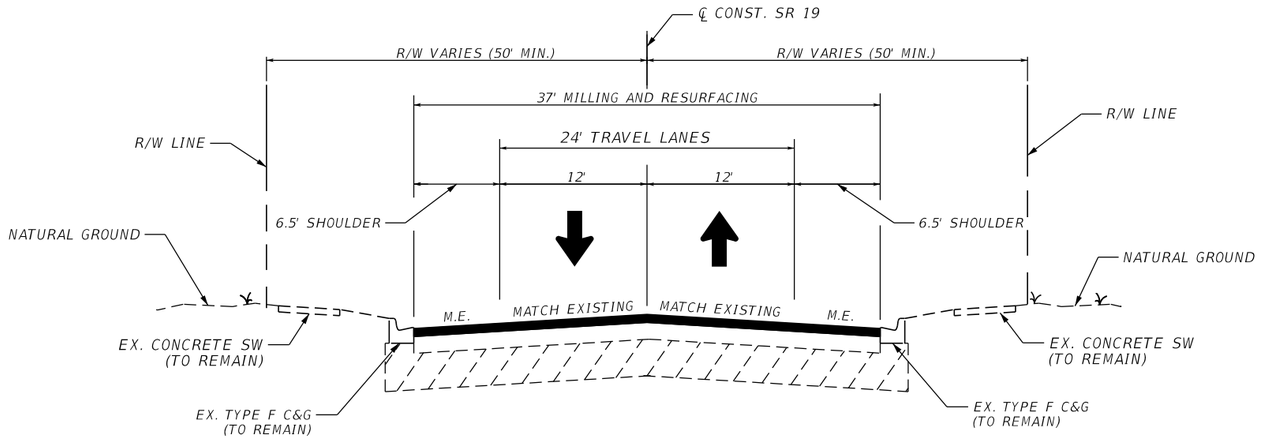
*JOHNSON, MIRMIRAN & THOMPSON, INC.*
*400 COLONIAL CENTER PARKWAY, SUITE 100*
*LAKE MARY, FL 32746*
*JASON RILEY FLICK, P.E. NO. 74741*

*THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.*

*ROADWAY PLANS*

| | |
|---|---|
| *1* | *KEY SHEET* |
| *2* | *SIGNATURE SHEET* |
| *3-4* | *TYPICAL SECTIONS* |
| *5-6* | *PROJECT LAYOUT* |
| *7* | *GENERAL NOTES* |
| *8-16* | *SPECIAL DETAILS* |
| *17-18* | *TEMPORARY TRAFFIC CONTROL PLANS* |

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SIGNATURE SHEET | |
| | | | | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | SR 19 | LAKE | 452642-1-52-01 | | 2 |




# TYPICAL SECTION 1
## SR 19
## STA. 656+97.97 TO STA. 699+05.16

### TRAFFIC DATA

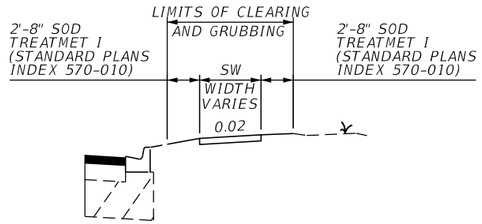
CURRENT YEAR = 2024 AADT = 10,600
ESTIMATED OPENING YEAR = 2027 AADT = 11,500
ESTIMATED DESIGN YEAR = 2047 AADT = 17,500
K = 9.0% D = 50% T = 8.6% (24 HOUR)
DESIGN HOUR T = 4.3%
DESIGN SPEED = 45 MPH
POSTED SPEED = 35 AND 40 MPH
CONTEXT CLASSIFICATION = C2T "RURAL TOWN"

### TRAVEL LANES MILLING & RESURFACING

MILL EXISTING ASPHALT (3")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (1 ½")
FRICTION COURSE FC-12.5 (TRAFFIC C) (PG 76-22) (1 ½")

### SHOULDERS & SIDE STREETS MILLING & RESURFACING

MILL EXISTING ASPHALT (3")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (1 ½")
FRICTION COURSE FC-12.5 (TRAFFIC C) (PG 76-22) (1 ½")




### SIDEWALK CONSTRUCTION

STA. 656+77.11 TO STA. 657+42.62 (LT)
STA. 677+79.95 TO STA. 678+45.99 (LT)
STA. 685+06.31 TO STA. 685+67.53 (LT)
STA. 690+01.36 TO STA. 690+87.94 (LT)
STA. 689+88.87 TO STA. 690+55.33 (RT)
STA. 693+68.12 TO STA. 694+37.39 (RT)
STA. 697+25.11 TO STA. 698+04.47 (RT)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

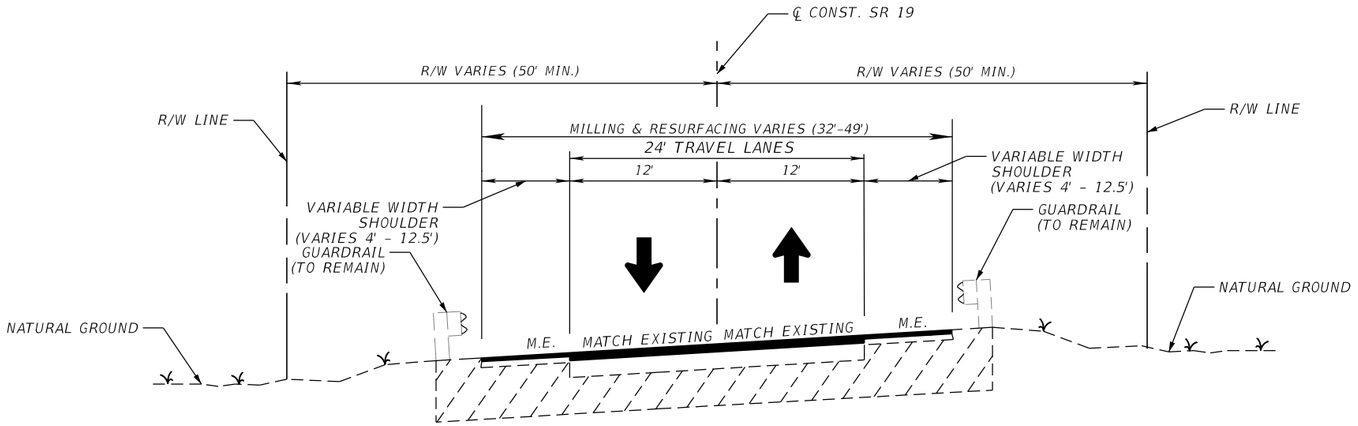
ENGINEER OF RECORD
JASON RILEY FLICK, P.E.
LICENSE NUMBER: 74741
JOHNSON, MIRMIRAN & THOMPSON, INC.
400 COLONIAL CENTER PKWY, SUITE 100
LAKE MARY, FL 32746

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

TYPICAL SECTIONS

SHEET NO. 3




# TYPICAL SECTION 2
## SR 19
## STA. 699+05.16 TO STA. 716+34.00

### TRAFFIC DATA

CURRENT YEAR = 2024 AADT = 10,600
ESTIMATED OPENING YEAR = 2027 AADT = 11,500
ESTIMATED DESIGN YEAR = 2047 AADT = 17,500
K = 9.0% D = 50% T = 8.6% (24 HOUR)
DESIGN HOUR T = 4.3%
DESIGN SPEED = 45 MPH
POSTED SPEED = 35 AND 40 MPH
CONTEXT CLASSIFICATION = C2T "RURAL TOWN"

### TRAVEL LANES
### MILLING & RESURFACING

MILL EXISTING ASPHALT (3")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (1 ½")
FRICTION COURSE FC-12.5 (TRAFFIC C) (PG 76-22) (1 ½")

### SHOULDERS
### MILLING & RESURFACING
### STA. 699+05.16 TO STA. 705+98.58
### STA. 713+49.48 TO STA. 716+34.00

MILL EXISTING ASPHALT (3")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (1 ½")
FRICTION COURSE FC-12.5 (TRAFFIC C) (PG 76-22) (1 ½")

### SHOULDERS
### MILLING & RESURFACING
### STA. 705+98.58 TO STA. 713+49.48

MILL EXISTING ASPHALT (1.5")
FRICTION COURSE FC-12.5 (TRAFFIC C) (PG 76-22) (1 ½")

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | TYPICAL SECTIONS | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | 4 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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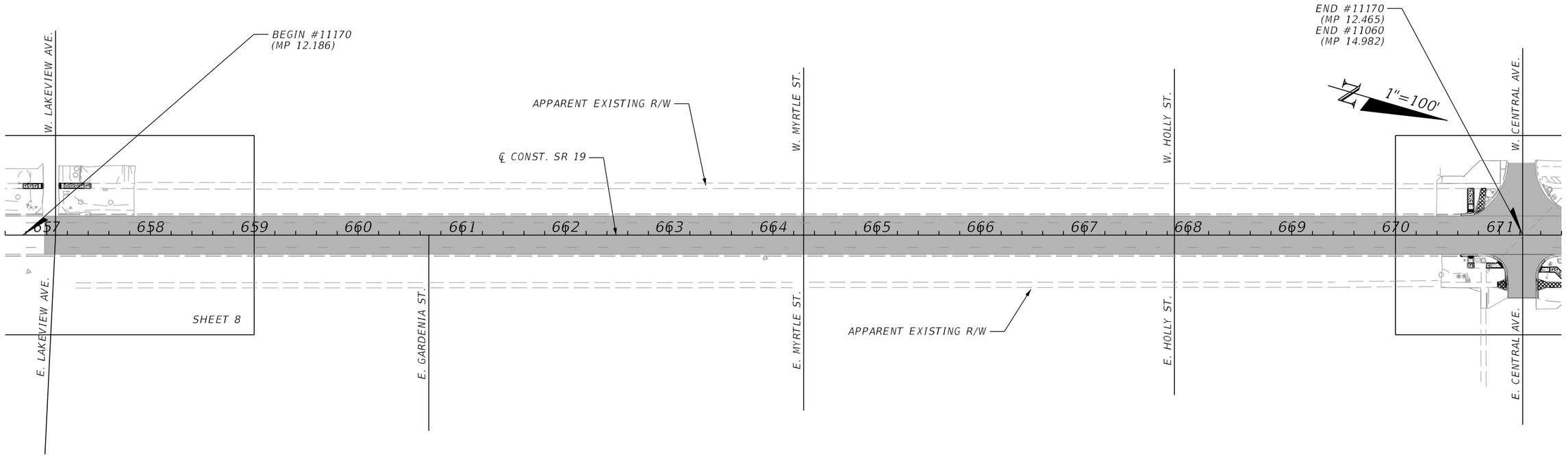


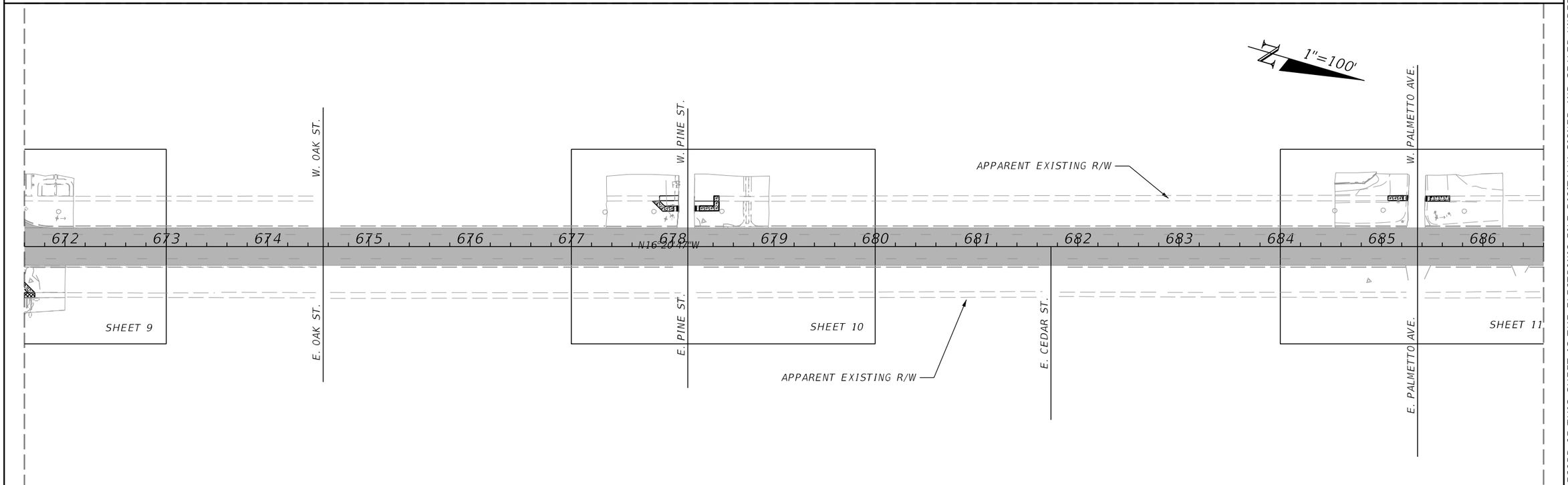


| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD

JASON RILEY FLICK, P.E.
LICENSE NUMBER: 74741
JOHNSON, MIRMIRAN & THOMPSON, INC.
400 COLONIAL CENTER PKWY, SUITE 100
LAKE MARY, FL 32746

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

# PROJECT LAYOUT

SHEET NO. 5

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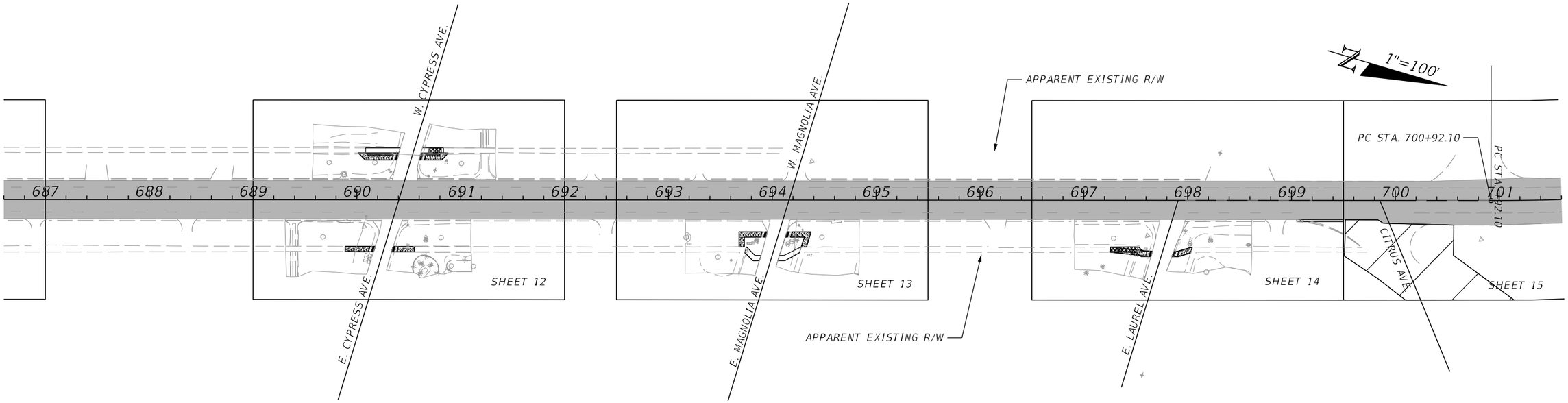


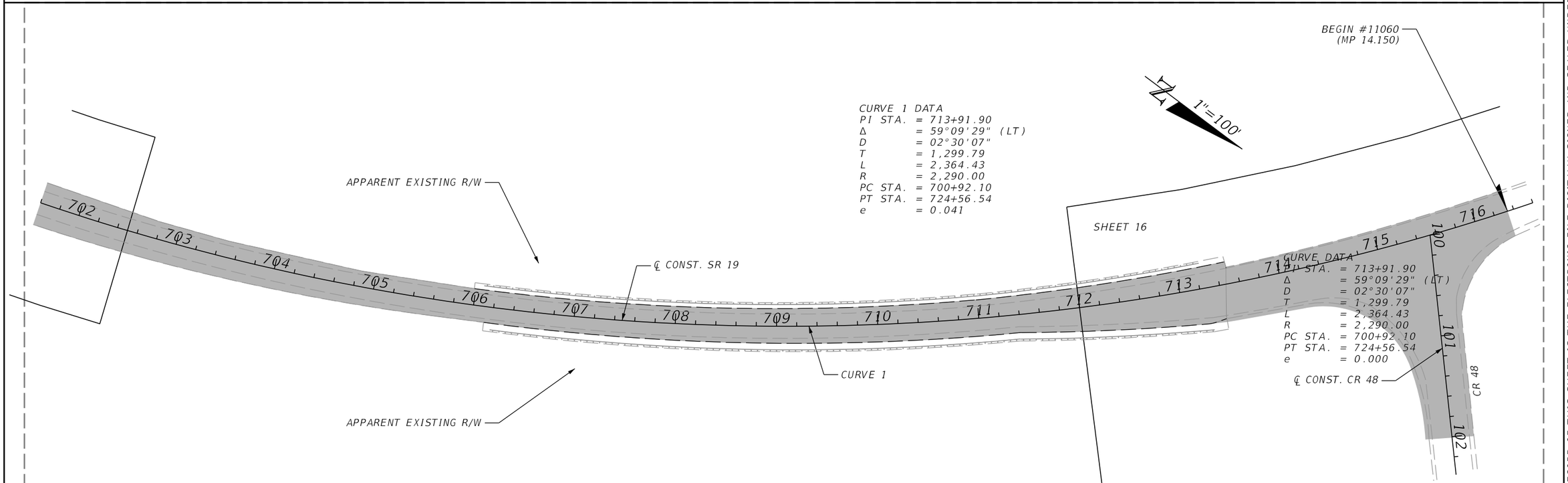


| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | PROJECT LAYOUT | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | 6 |

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(1) ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

JOSEPH C. STUKEY, PSM
P.S.M. NO: LS6514
ECHO UES, INC.
237 SW 7TH TERRACE, SUITE B
GAINESVILLE, FL 32601
CERTIFICATE OF AUTHORIZATION: # 32066

(2) THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

(3) UTILITY/AGENCY OWNERS FOR THIS PROJECT INCLUDE:

| COMPANY NAME: | CONTACT NAME: | PHONE NUMBER: | EMAIL: |
|---|---|---|---|
| CENTURYLINK LOCAL | LESLIE DINGMAN | | LESLIE.DINGMAN@LUMEN.COM |
| COMCAST | SCOTT OSEBOLD | 352-267-7620 | SCOTT_OSEBOLD@COMCAST.COM |
| DUKE ENERGY DISTRIBUTION | ROBB BROWN | 352-459-4671 | ROBB.BROWN@DUKE-ENERGY.COM |
| DUKE ENERGY FIBER | JULIAN JORDAN | 813-407-8777 | JULIAN.JORDAN@DUKE-ENERGY.COM |
| DUKE ENERGY TRANSMISSION | ARIC ROGERS | 813-909-1245 | AROGER@PIKE.COM |
| LAKE COUNTY TRAFFIC | DANIEL FLANNERY | | DANIEL.FLANNERY@LAKECOUNTYFL.GOV |
| OPTICAL TELEPHONE | MARIO ARAYA | 352-501-9170 | MARAYA@OPTICALTEL.COM |
| SUMMIT BROADBAND | MICHELLE DANIEL | 407-996-1183 | MICHELLE.DANIEL@SUMMITBB.COM |
| TECO PEOPLES GAS | BRUCE STOUT | 407-420-2678 | BSTOUT@TECOENERGY.COM |
| UNIT FIBER | MICHAEL CHESSER | 904-522-5555 | MICHAEL.CHESSER@UNITI.COM |
| ZAYO GROUP | KATE PETERS | 815-274-7274 | KATE.PETERS@COBBFENDLEY.COM |

(4) USE OF STATIC ROLLING IS REQUIRED DUE TO OLD HOMES IN AREA.

(5) DURING MILLING OPERATIONS, BASE EXPOSURE WILL OCCUR THROUGHOUT THE PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF THE BASE AND MAINTENANCE OF THE TRAFFIC.

(6) R/W IS APPARENT AND BASED ON MAPS AND AVAILABLE DATA FROM THE LAKE COUNTY PROPERTY APPRAISER.

(7) THE BASE MAY BE ENCOUNTERED DURING THE MILLING AND RESURFACING OPERATIONS.

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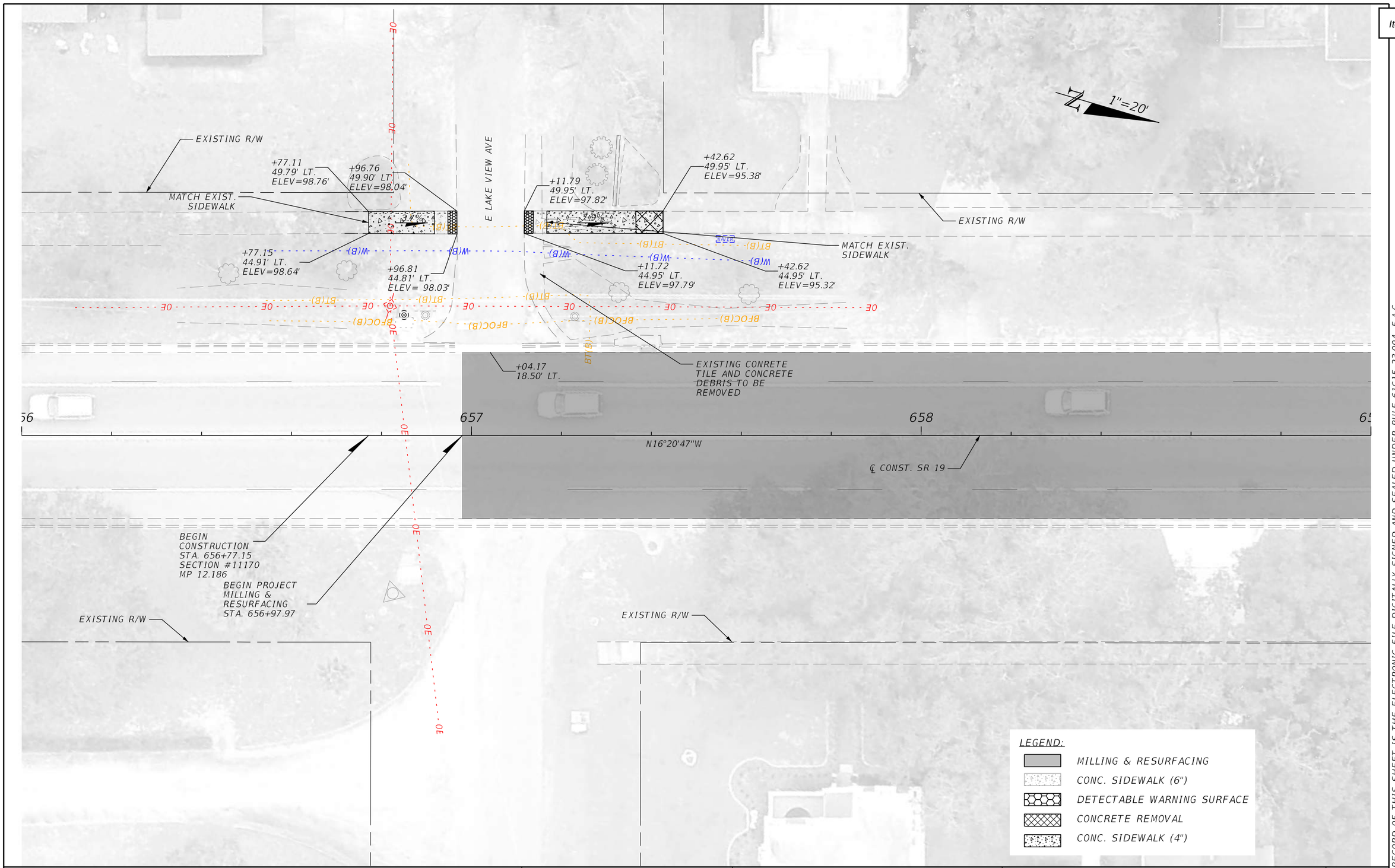
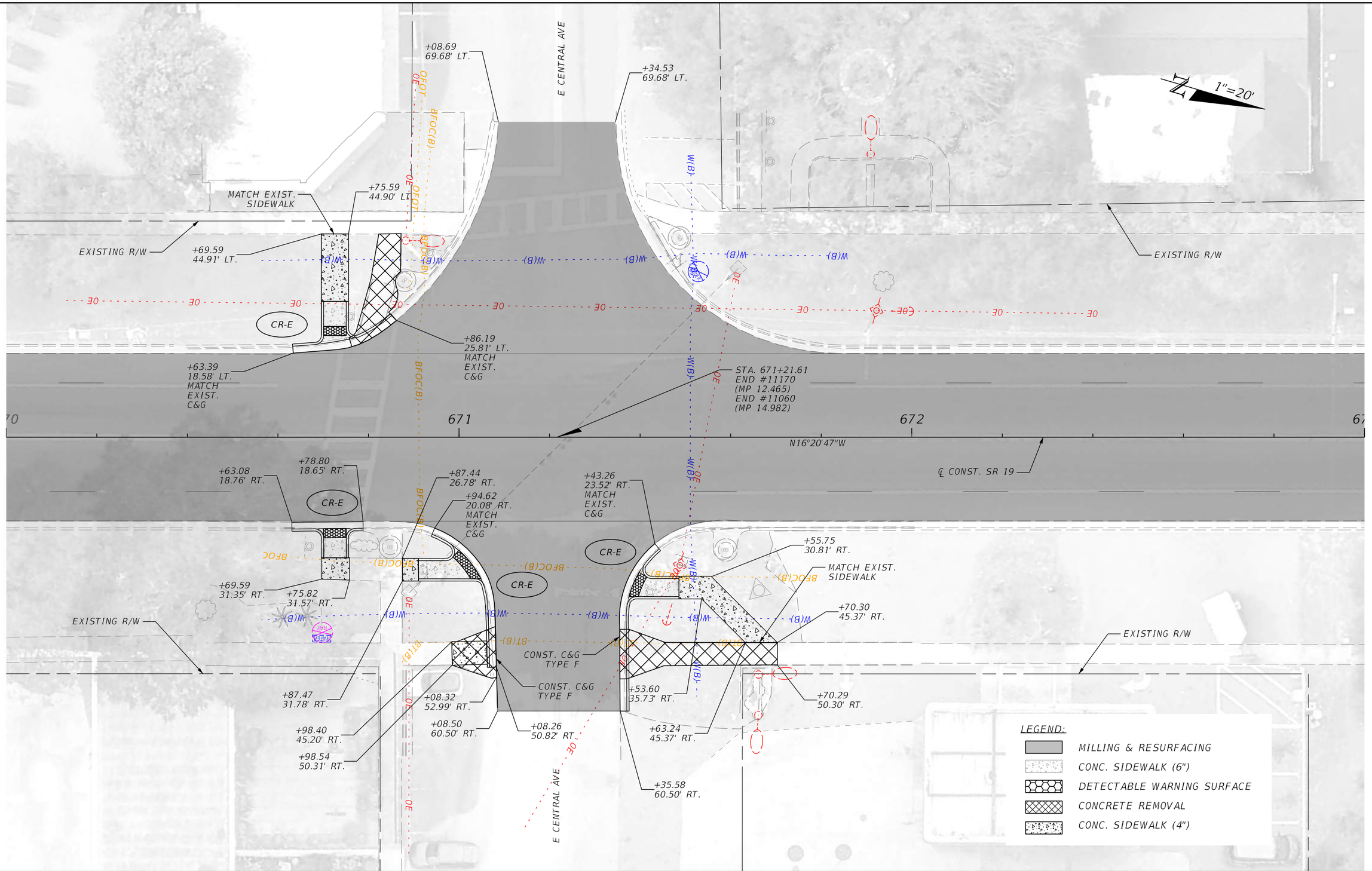
| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | GENERAL NOTES | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | 7 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |




| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SPECIAL DETAILS | 8 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.




| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SPECIAL DETAILS | 9 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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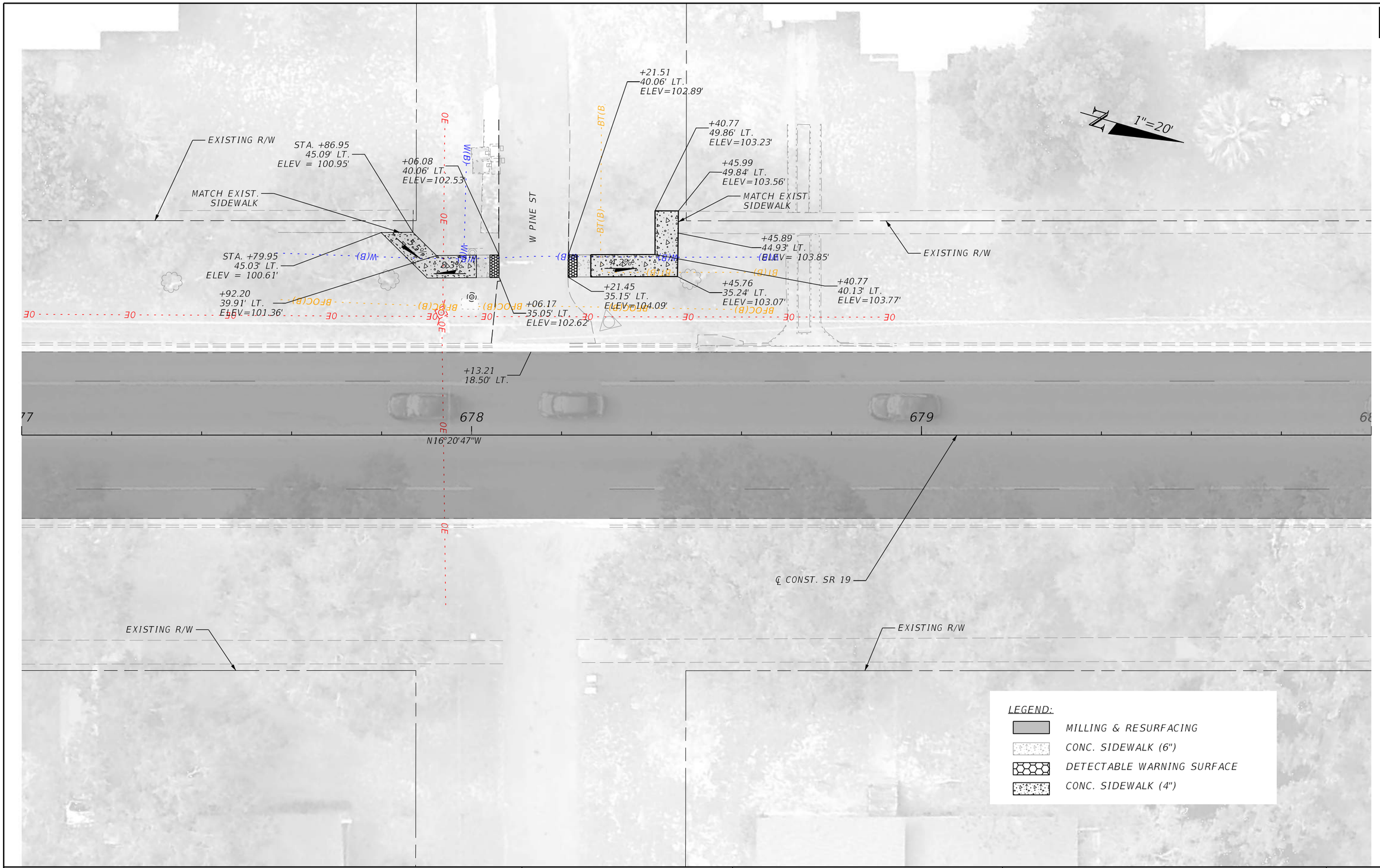
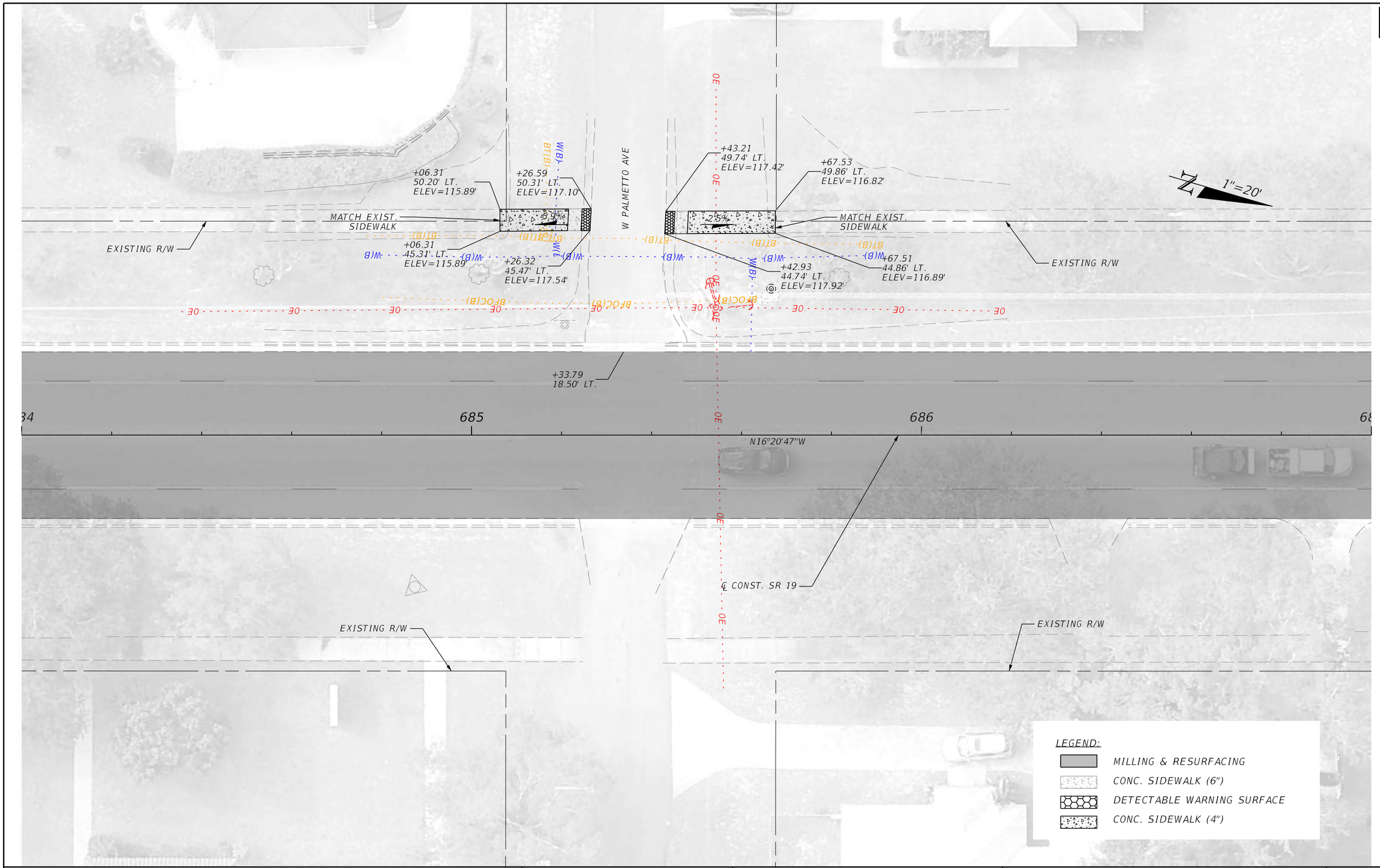


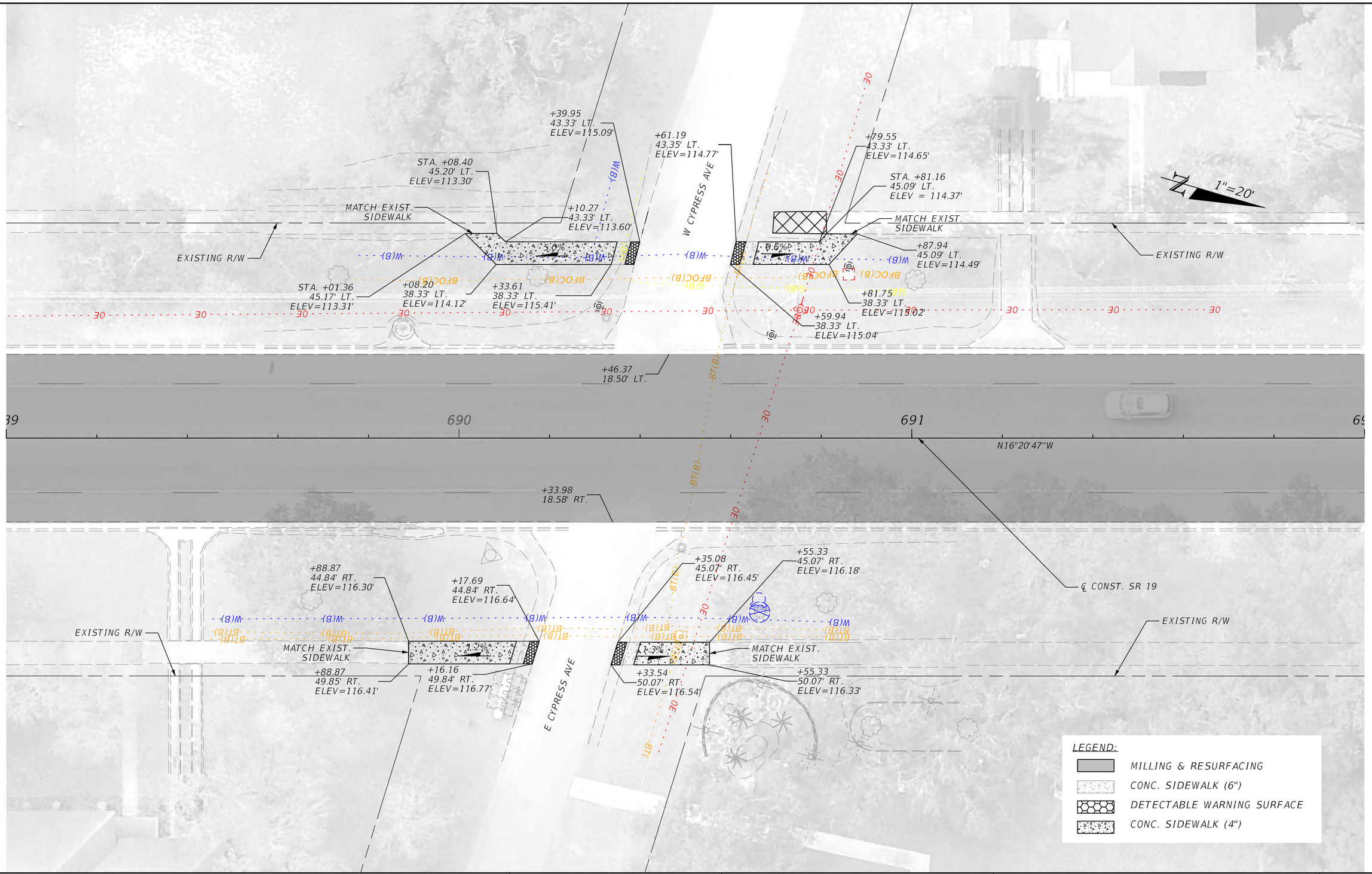

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SPECIAL DETAILS | 10 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.




| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SPECIAL DETAILS | 11 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.




| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SPECIAL DETAILS | 12 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD

JASON RILEY FLICK, P.E.
LICENSE NUMBER: 74741
JOHNSON, MIRMIRAN & THOMPSON, INC.
400 COLONIAL CENTER PKWY, SUITE 100
LAKE MARY, FL 32746

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

# SPECIAL DETAILS

SHEET NO. 13

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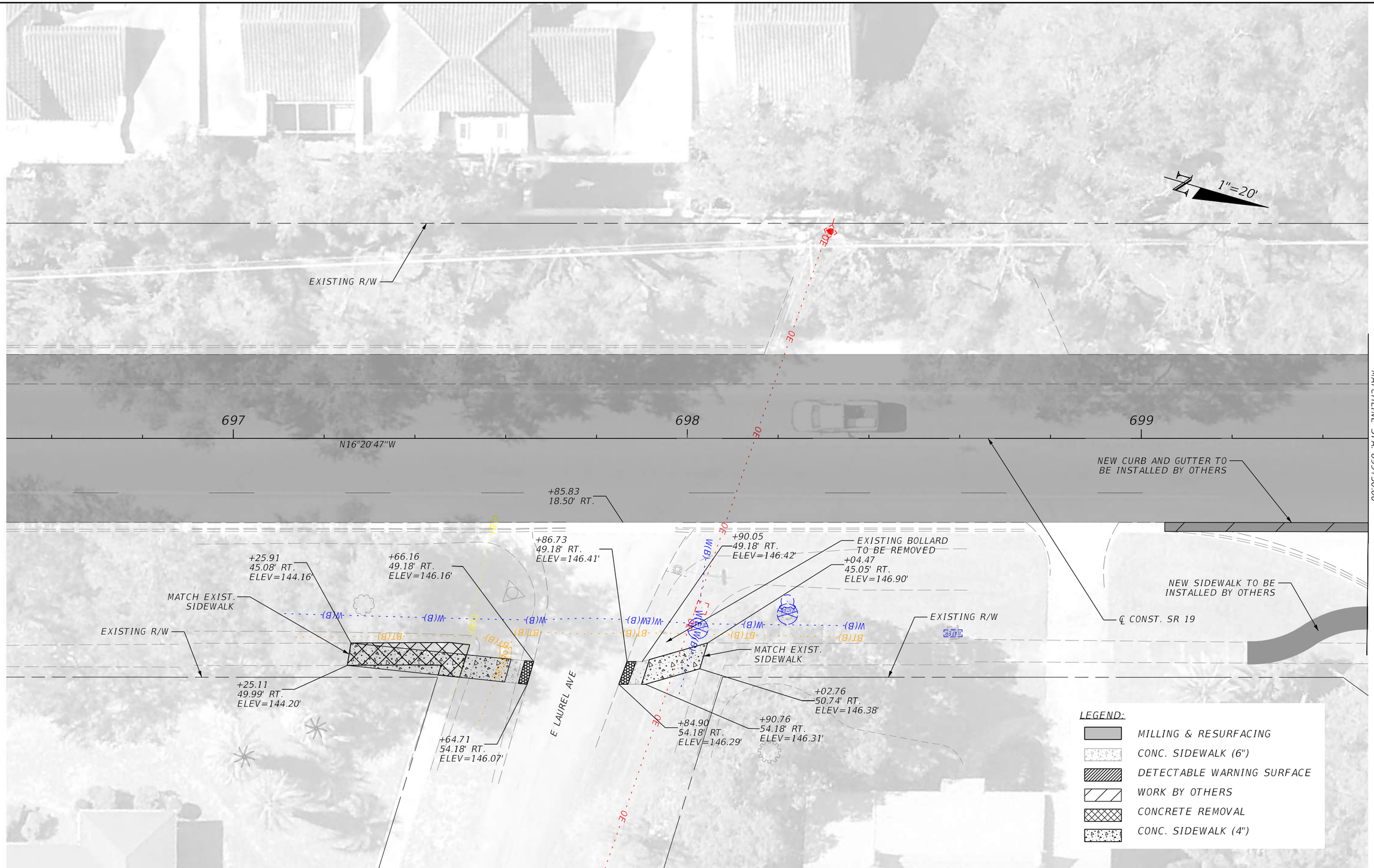


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| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | SPECIAL DETAILS | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | 14 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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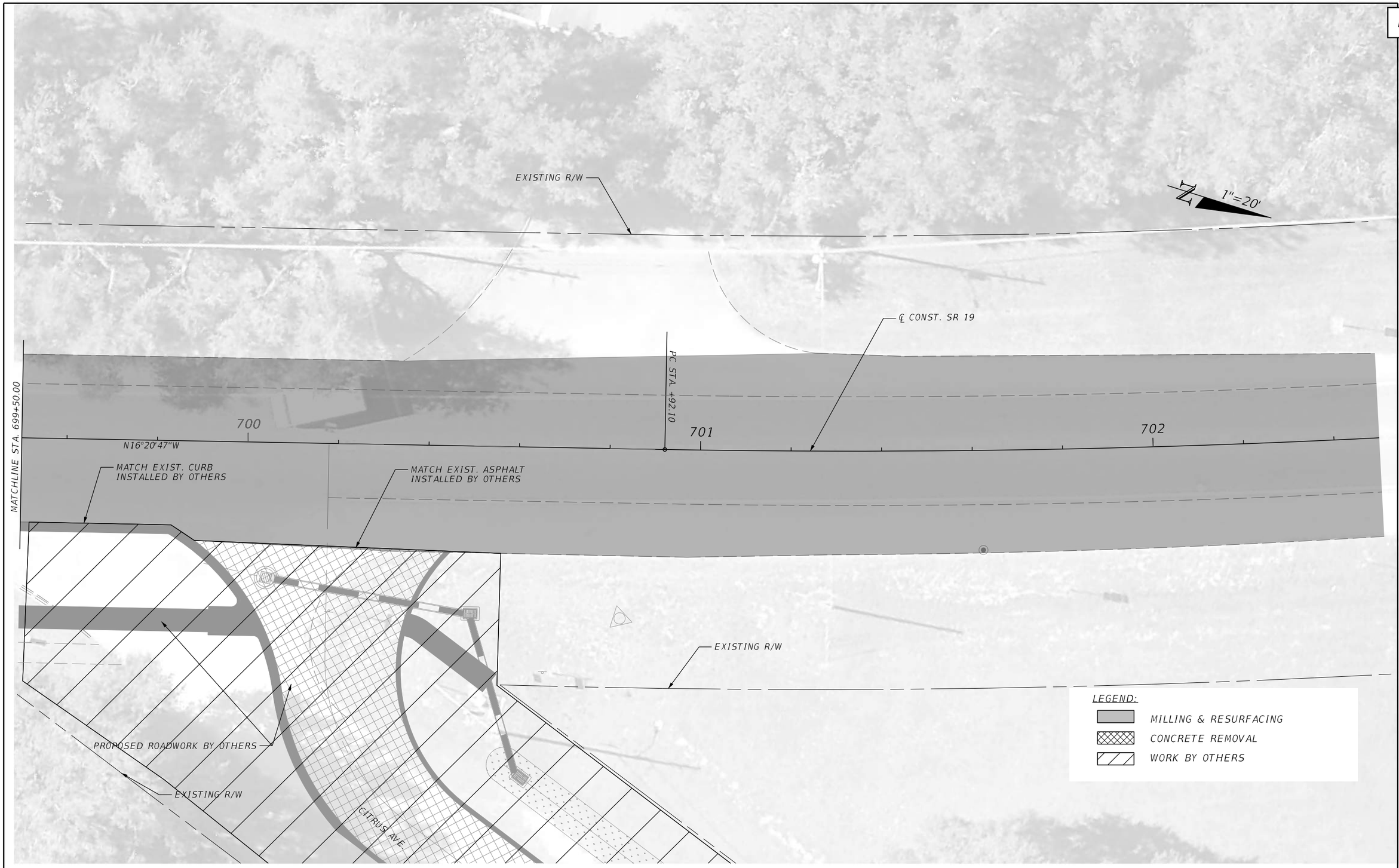


| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

ENGINEER OF RECORD

JASON RILEY FLICK, P.E.
LICENSE NUMBER: 74741
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400 COLONIAL CENTER PKWY, SUITE 100
LAKE MARY, FL 32746

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

| ROAD NO. | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SR 19 | LAKE | 452642-1-52-01 |

# SPECIAL DETAILS

SHEET NO. 15

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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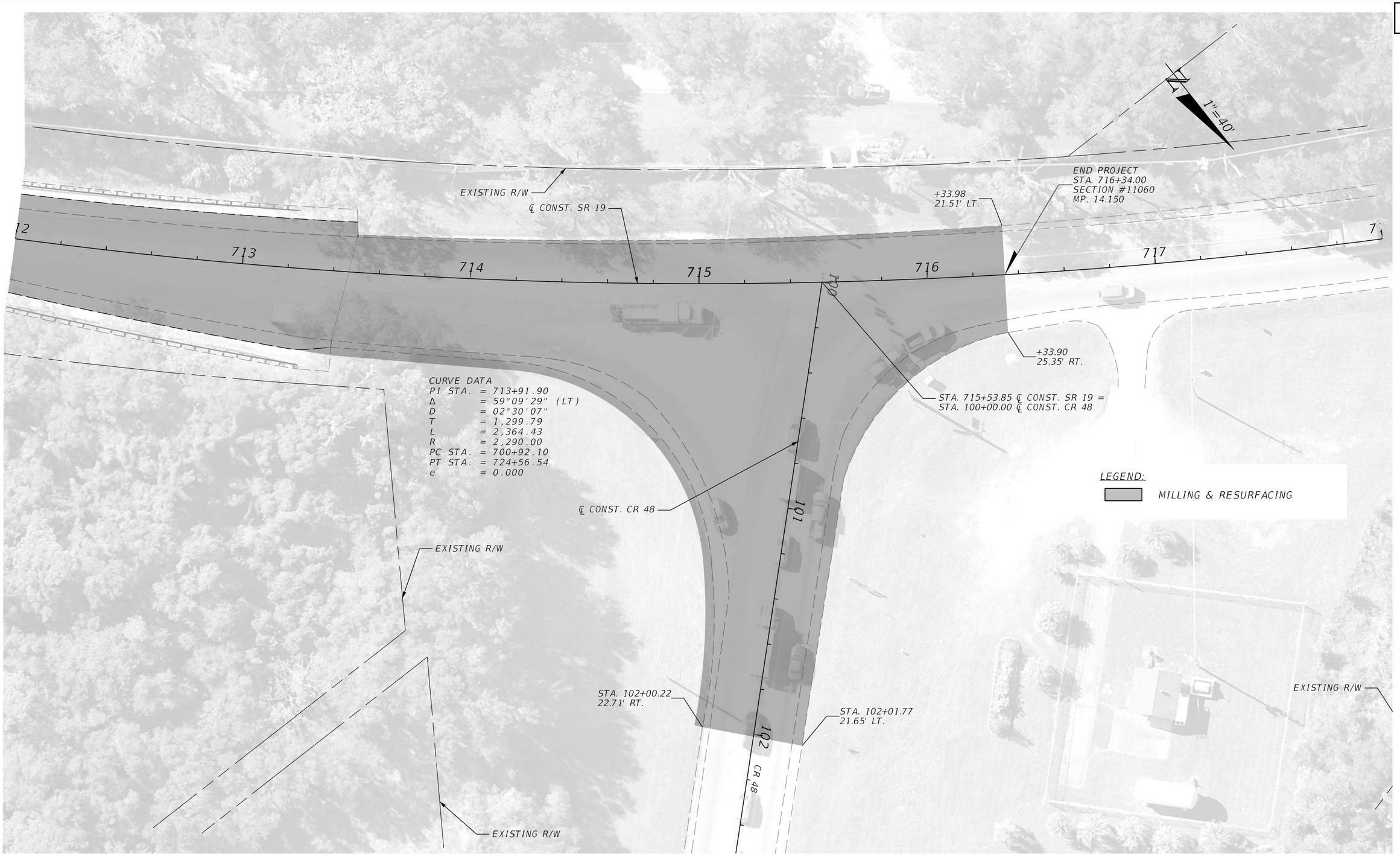


| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | SPECIAL DETAILS | 16 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. THE REGULATORY SPEED LIMIT ON SR 19 FOR THE PORTIONS LISTED BELOW ARE TO BE USED THROUGHOUT THE DURATION OF CONSTRUCTION
   35 MPH – STA. 656+97.97 TO STA. 699+05.16 AND STA. 699+05.16 TO STA. 716+34.00.

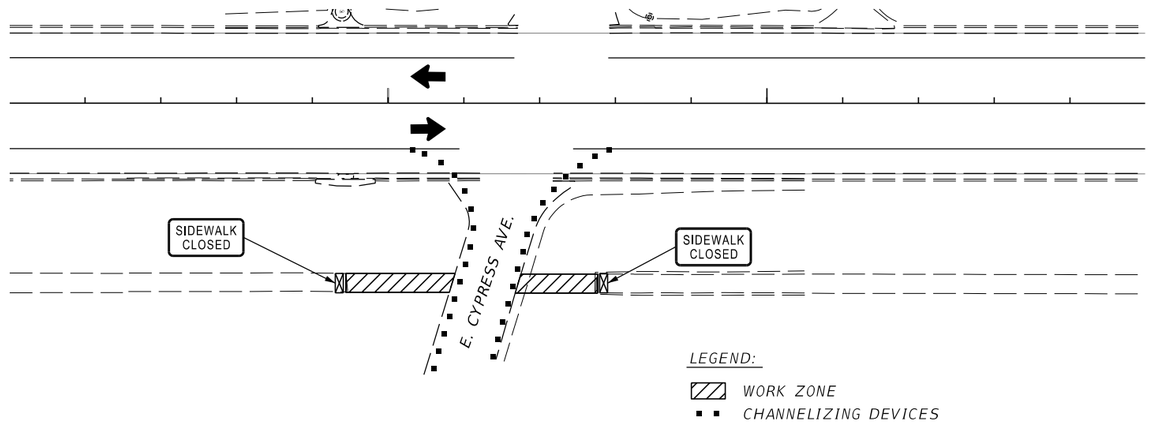
2. RAMP CONSTRUCTION TO BE DONE BEFORE THE MILLING AND RESURFACING OPERATIONS FOR ALL CURB RAMPS.

3. LANE CLOSURES WILL ONLY BE PERMITTED DURING ACTIVE WORK. LANE CLOSURES WILL BE RESTRICTED TO 8:30 PM TO 6:00 AM WITHIN 600-FT OF A SIGNALIZED INTERSECTION. THERE IS NO RESTRICTION FOR OPEN ROAD LANE CLOSURES.

4. A PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) SHALL BE PLACED AT THE BEGINNING AND END OF THE PROJECT ONE WEEK PRIOR TO IMPLEMENTING ANY LANE CLOSURES. THE PCMS SHALL BE PLACED IN A LOCATION APPROVED BY THE ENGINEER. THE DISPLAYS ARE AS FOLLOWS:

| | | | |
|---|---|---|---|
| DISPLAY 1: | EXPECT LANE CLOSURES | DISPLAY 2: | MM/DD TO MM/DD |

SIDEWALK CONSTRUCTION DETAIL




# TRAFFIC CONTROL GENERAL NOTES

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | TEMPORARY TRAFFIC CONTROL PLANS | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | 17 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

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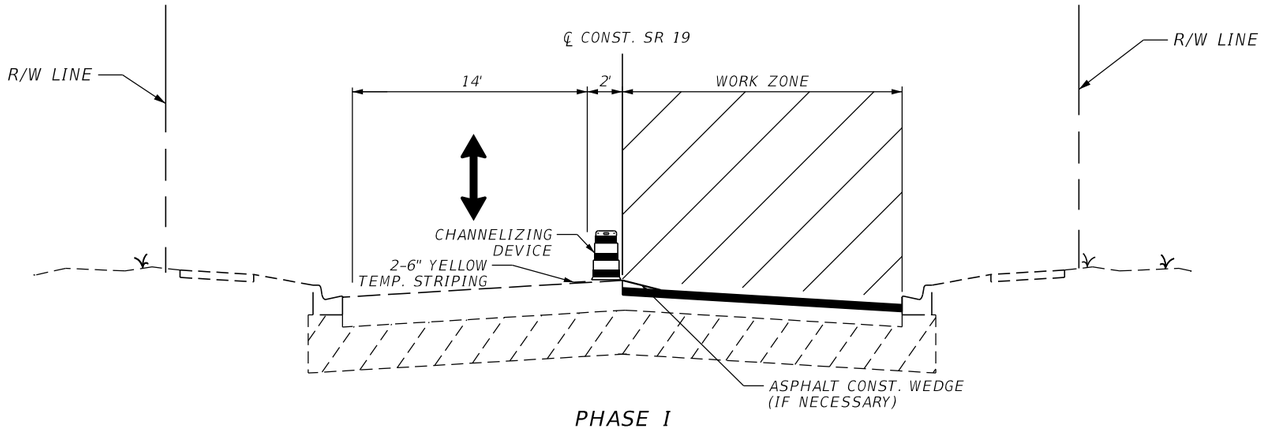
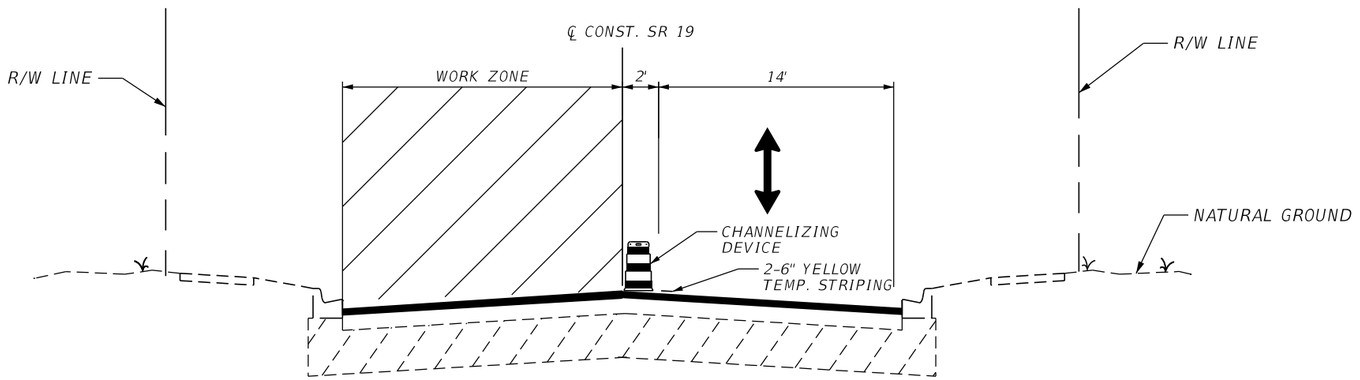



PHASE I
STA. 656+97.97 TO STA 716+34.00
N.T.S.




PHASE II
STA. 656+97.97 TO STA 716+34.00
N.T.S.

PHASE I:

1. SET UP ADVANCE WARNING SIGNAGE FOR THE ENTIRE PROJECT PER ALL APPLICABLE FDOT STANDARD PLANS.
2. INSTALL TEMPORARY EROSION CONTROL DEVICES FOR THE ENTIRE LENGTH PER THE PLANS.
3. USE FLAGGER OPERATIONS TO PROVIDE ROAD ACCESS TO NORTHBOUND, SOUTHBOUND, AND SIDESTREET TRAFFIC DURING PHASE.
4. MILL AND RESURFACE THE RIGHT TRAVEL AND OUTSIDE SHOULDER UP TO THE TOP LAYER OF STRUCTURAL COURSE.
5. PHASE CONSTRUCTION THROUGH CR 48 INTERSECTION TO ALLOW ONE LANE IN EACH DIRECTION TO ALLOW FOR LEFT AND RIGHT TURNS.

PHASE II:

1. MILL AND RESURFACE THE LEFT TRAVEL LANE AND OUTSIDE SHOULDER UP TO THE TOP LAYER OF STRUCTURAL COURSE.
2. ALLOW PHASE CONSTRUCTION TO ALLOW LEFT AND RIGHT TURNS.

PHASE III (NOT SHOWN):

1. PLACE FINAL LAYER OF FRICTION COURSE USING A SIMILAR FLAGGING OPERATION.

PHASE IV (NOT SHOWN):

1. PLACE FINAL STRIPING

| REVISIONS | | | | ENGINEER OF RECORD | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | | | TEMPORARY TRAFFIC CONTROL PLANS | SHEET NO. |
|---|---|---|---|---|---|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION | JASON RILEY FLICK, P.E.<br>LICENSE NUMBER: 74741<br>JOHNSON, MIRMIRAN & THOMPSON, INC.<br>400 COLONIAL CENTER PKWY, SUITE 100<br>LAKE MARY, FL 32746 | ROAD NO. | COUNTY | FINANCIAL PROJECT ID | | 18 |
| | | | | | SR 19 | LAKE | 452642-1-52-01 | | |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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JFlick 8/5/2025 4:02:45 PM

August 21, 2025

Sean O'Keefe, Town Manager
Town of Howey-in-the-Hills
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737

RE: Lake Hills Commercial - SR 19 Access Connection

Dear Sean:

This letter is a follow up to our meeting today with the Florida Department of Transportation. Town staff met with some of the FDOT traffic operations staff. Also attending were representatives of the Lake Hills Commercial development. FDOT requested the meeting to discuss the access connection for the proposed Lake Hills boulevard (Summerlane Drive) at SR 19.

As part of their review process FDOT required the applicant to perform a Traffic Signal Warrant Analysis and an Intersection Control Evaluation. The warrant study determined that full turn lanes and a traffic signal would be needed to manage the projected traffic at an acceptable level of service. The intersection evaluation showed that a single-lane roundabout would not have sufficient capacity to handle the traffic. As part of their review of the application, FDOT performed an additional, more refined analysis of the intersection which confirmed the conclusion that a single-lane roundabout would not be sufficient. In order to handle the projected volumes, a roundabout would need to be two lanes, which is not practical on a two-lane road. A two-lane roundabout would need to have two lanes entering and two lanes exiting along SR 19. This would necessitate the four-laning of SR 19 across the project's frontage to the intersection of CR 48. Also, the current SR 19 right-of-way is not wide enough to accommodate a roundabout. Additional right-of-way would need to be obtained before a roundabout could be designed and constructed.

Based on those conditions, it is my opinion that a roundabout at that location, at this time, is not a feasible alternative. It is my recommendation that the intersection of SR 19 and Summerlane Drive be constructed with full turn lanes and a traffic signal (a copy of the turn lane layout is attached). This could be considered as an initial condition with the intersection being converted to a roundabout during the future four-laning of SR 19 by FDOT.

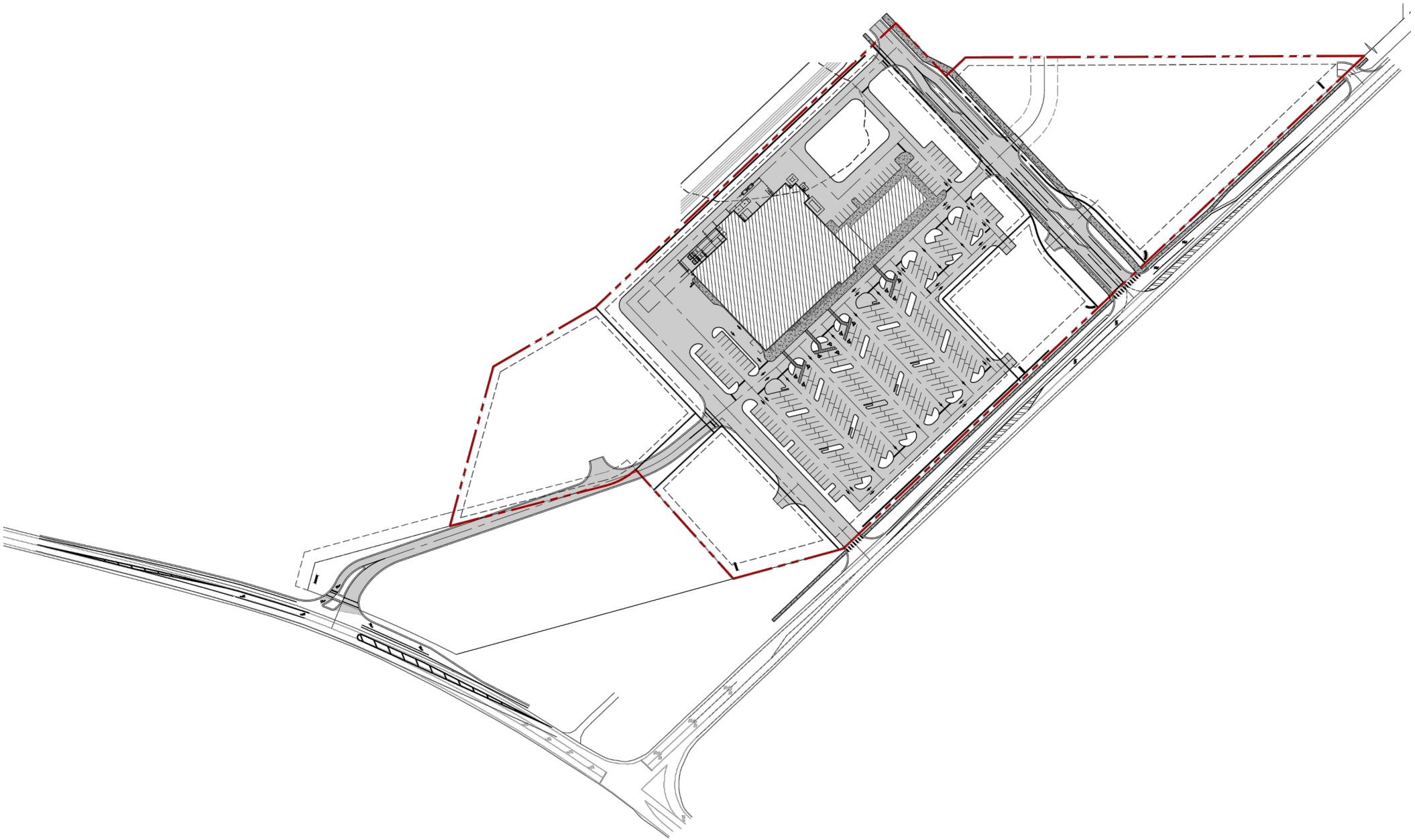
An additional point of consideration with the signalized intersection is that it comes with an ongoing requirement of operation and maintenance. Since the need for the signal is due to the Lake Hills PUD (residential & commercial) traffic, a mechanism for the continuing funding of the O&M cost should be explored.

Sincerely,

Donald A. Griffey, P.E.



36202 E ELDORADO LAKE DR • EUSTIS, FLORIDA 32736 • [352] 409-0640



halff

VIA EMAIL

August 13, 2025

Sean O'Keefe
Town Manager
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, Florida 34737

Re: **TOWN OF HOWEY-IN-THE-HILLS – WATER TREATMENT PLANT #3**
**BID RECCOMENDATION (HALFF AVO 055783.001)**

Dear Mr. O'Keefe:

We are in receipt of the bids for the above referenced project, which were opened at 2:00 p.m. on Tuesday, August 12, 2025. We have reviewed the bid packages for completeness and accuracy, and have checked references and bid requirements for the apparent low bidder. The results of the bid opening, are as follows:

| | Bidder's Name | Bid Amount |
|---|---|---|
| 1. | RCM Utilities, LLC | $ 8,864,055.00 |
| 2. | Trias Construction, LLC | $ 9,209,460.00 |
| 3. | L7 Construction, Inc. | $ 9,897,000.00 |
| 4. | Prime Construction Group, Inc. | $ 10,970,000.00 |
| 5. | Sawcross, Inc. | $ 11,146,000.00 |
| 6. | Carhart Construction Company – Florida, LLC | $ 13,293,113.75 |

Based upon our review of the bids for completeness and the Contractor's Schedule of Values, as well as the positive references from previous clients, we would recommend approval of the bid provided by the apparent low bidder, RCM Utilities, LLC in the amount of $8,864,055.00. It is noted that there is a minor discrepancy between the written word amount and the numerical amount on the Bid Form from RCM Utilities. The written word amount is $8,864,055.00 which is the sum of the total unit prices on the bid and the numerical amount listed on the bid form is $8,865,055.00.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
Halff

Troy Mitchell, P.E.
Senior Civil Engineer
TM/eb

**Howey-in-the-Hills Water Treatment Plant No. 3**
**RFB 2025-007 Bid Comparision (August 12, 2025)**

| | | | | RCM Utilities, LLC | | Trias Construction, LLC | | L7 Construction, Inc. | | Prime Construction Group, Inc. | | Sawcross, Inc. | | Cathcart Construction Company | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Item #** | **Description** | **Estimated Quantity** | **Unit** | **Unit Price** | **Total Price** | **Unit Price** | **Total Price** | **Unit Price** | **Total Price** | **Unit Price** | **Total Price** | **Unit Price** | **Total Price** | **Unit Price** | **Total Price** |
| **1** | General Requirements | 1 | LS | $90,860.00 | $90,860.00 | $269,280.00 | $269,280.00 | $200,000.00 | $200,000.00 | $450,000.00 | $450,000.00 | $500,000.00 | $500,000.00 | $7,500.00 | $7,500.00 |
| **2** | Mobilization/Demobilization | 1 | LS | $95,852.00 | $95,852.00 | $151,403.00 | $151,403.00 | $300,000.00 | $300,000.00 | $300,000.00 | $300,000.00 | $450,000.00 | $450,000.00 | $387,683.75 | $387,683.75 |
| **3** | Indemnification ($1,000 min.) | 1 | LS | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,250.00 | $1,250.00 |
| **4** | Town of Howey-In-The-Hills Permitting (Allowance) | 1 | Allowance | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 | $10,000.00 |
| **5** | Office Furnishings (Allowance) | 1 | Allowance | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 | $25,000.00 |
| **6** | Material Testing as specified in Section 01410 (Allowance) | 1 | Allowance | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 | $15,000.00 |
| **7** | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 | $50,000.00 |
| **8** | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | $8,447,923.00 | $8,447,923.00 | $8,616,581.00 | $8,616,581.00 | $9,125,000.00 | $9,125,000.00 | $10,040,744.00 | $10,040,744.00 | $6,185,000.00 | $6,185,000.00 | $12,508,023.75 | $12,508,023.75 |
| **9** | All other work not listed in Items 1 through 9 (List Below) | 1 | LS | $0.00 | $0.00 | $0.00 | $0.00 | $1,000.00 | $1,000.00 | $1.00 | $1.00 | $3,760,000.00 | $3,760,000.00 | $106,250.00 | $106,250.00 |
| **10** | Payment and Performance Bond | 1 | LS | $128,420.00 | $128,420.00 | $71,196.00 | $71,196.00 | $170,000.00 | $170,000.00 | $78,255.00 | $78,255.00 | $150,000.00 | $150,000.00 | $182,406.25 | $182,406.25 |
| | **Total Base Bid Price** | | | | **$8,864,055.00** | | **$9,209,460.00** | | **$9,897,000.00** | | **$10,970,000.00** | | **$11,146,000.00** | | **$13,293,113.75** |

## BIDDER CERTIFICATION

"I, the undersigned, certify I have received all addenda. I understand timely commencement/delivery may be considered in award of bis, and cancellation of bid/award will be considered if commencement/delivery time is not met, and untimely delivery may cause for assessment of liquidated damages claims. I certify the equipment, or products meet or exceed the Specification, and the undersigned declares I have carefully examined any and all plant, blueprints, specifications, terms and conditions as applicable for this bid, and I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for a fraudulent purpose."

Signature: F. Allen Bates III Date: 08/12/2025

Printed name: Francis Allen Bates III Title: Vice President

Company: RCM Utilities, LLC Phone number: 352-561-2990

Address: 1451 Pine Grove Road City/State: Eustis Zip: 32726

Email address: Allen@RCMUtilities.com Fax number: 352-292-0139

ORIGINAL

# DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

RCM Utilities, LLC

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify the above-named business, firm or corporation complies fully with the requirements set forth herein."

F. Lee R-M

Authorized Signature

08/12/2025

Date signed

State of: Florida

County of: Lake

Sworn to (or affirmed) and subscribed before me this 12 date of August 20 25

By x physical presence or ___ online notarization.

Personally known x or Produced Identification _____

(Specify Type of Identification)

Virginia Lynn Penley Foley

Signature of Notary

My Commission Expires 05/22/2029

Notary Public State of Florida
Virginia Lynn Penley Foley
My Commission HH 678857
Expires 5/22/2029

END OF SECTION

NAME OF BIDDER: RCM Utilities, LLC

# SECTION 00300
# BID FORM

**DATE SUBMITTED:** 08/12/2025

**PROJECT IDENTIFICATION:** Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737
Town of Howey-in-the-Hills BID NO. RFB 2025-007

**NAME OF BIDDER:** RCM Utilities, LLC

**BUSINESS ADDRESS:** 1451 Pine Grove Road Eustis, FL 32726

**TELEPHONE NUMBER:** 352-561-2990

**CONTRACTOR'S FLORIDA LICENSE NO.:** CUC1225240, CGC061548, CFC1431823 & EC13014150

**THIS BID IS SUBMITTED TO:** Morgan Cates
Public Services Director
Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737

A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

| | | | |
|---|---|---|---|
| No. 1 | Dated: 07/21/2025 | No. | Dated: |
| No. 2 | Dated: 07/23/2025 | No. | Dated: |
| No. 3 | Dated: 07/31/2025 | No. | Dated: |
| No. 4 | Dated: 08/07/2025 | No. | Dated: |
| No. | Dated: | No. | Dated: |
| No. | Dated: | No. | Dated: |

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

NAME OF BIDDER: RCM Utilities, LLC

3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:

1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

Documents, by authorization of the Owner, the Unit Prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis or payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.
4. All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
5. Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

E. The following documents are attached to and made a condition of this Bid:

1. Bid security (surety bond or cashier's check)
2. Power of Attorney (for surety bond only)
3. Questionnaire (Bidding Documents, Section 00301)
4. Subcontractor Listing (Bidding Documents, Section 00301-A)
5. Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420)
6. Non-collusion Affidavit (Bidding Documents, Section 00480)
7. Trench Safety Affidavit (Bidding Documents, Section 00490)
8. A separate sheet(s) clearly identified and numbered, of exceptions or deviations from the Specifications.
9. Bidder Certification (Bidding Documents, Section 00020)
10. Drug Free Work Place Certificate (Bidding Documents, Section 00020)
11. Certificate of Insurability

F. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

H. The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

| Item | Description | Estimated Quantity | Unit | Unit Price (In Words) | Unit Price (Numbers) | Total Price (Numbers) |
|---|---|---|---|---|---|---|
| 1. | General Requirements | 1 | LS | Ninety Thousand Eight Hundred Sixty Dollars | 90,860.00 | 90,860.00 |
| 2. | Mobilization/Demobilization | 1 | LS | Ninety Five Thousand Eight Hundred Fifty Two Dollars | 95,852.00 | 95,852.00 |
| 3. | Indemnification ($1,000 min.) | 1 | LS | One Thousand Dollars | 1,000.00 | 1,000.00 |
| 4. | Town of Howey-in-the-Hills Permitting (Allowance) | 1 | Allowance | Ten Thousand Dollars | $10,000.00 | $10,000.00 |
| 5. | Office Furnishings (Allowance) | 1 | Allowance | Twenty-Five Thousand Dollars | $25,000.00 | $25,000.00 |
| 6. | Material Testing as Specified in Section 01410 (Allowance) | 1 | Allowance | Fifteen Thousand Dollars | $15,000.00 | $15,000.00 |
| 7. | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | Fifty Thousand Dollars | $50,000.00 | $50,000.00 |
| 8. | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | Eight Million Four Hundred Forty Seven Thousand Nine Hundred Twenty Three Dollars | 8,447,923.00 | 8,447,923.00 |
| 9. | All other work not included in Items 1 through 9 (List Below) | 1 | LS | N/A | - | - |
| 10. | Payment and Performance Bond | 1 | LS | One Hundred Twenty Eight Thousand Four Hundred Twenty Dollars | 128,420.00 | 128,420.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):

**Eight Million Eight Hundred Sixty Four Thousand Fifty Five Dollars** (In Words)

**$ 8,865,055.00** (Numbers)

**$ 8,865,055.00** Unit Price

**$ 8,865,055.00** Total Price

NAME OF BIDDER: RCM Utilities, LLC

**A PARTNERSHIP** N/A

_____ (SEAL)
(Partnership Name)

_____
(General Partner's Signature)

_____
(General Partner's Name)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**FLORIDA LICENSE NO.:** _____

NAME OF BIDDER: RCM Utilities, LLC

**A CORPORATION**

RCM Utilities, LLC (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Francis Allen Bates III
(Name of Peron Authorized to Sign)

Vice President
(Title)

F. Allen Bates III
(Authorized Signature)

**(CORPORATE SEAL)**

**ATTEST** Melissa Moss
(Secretary)

**DOING BUSINESS AS:** RCM Utilities, LLC

**BUSINESS ADDRESS:** 1451 Pine Grove Road Eustis, FL 32726

**TELEPHONE NUMBER:** 352-561-2990

**CORPORATE PRESIDENT:** Christopher Creech

**FLORIDA LICENSE NO.:** CUC1225240

NAME OF BIDDER: RCM Utilities, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

**SOLE PROPRIETORSHIP** N/A

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**FLORIDA LICENSE NO.:** _____

NAME OF BIDDER: RCM Utilities, LLC

**A JOINT VENTURE** N/A

BY _____ (SEAL)
(Name)

BY _____
(Address)

BY _____ (SEAL)
(Name)

BY _____
(Address)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**CORPORATE PRESIDENT:** _____

**FLORIDA LICENSE NO.:** _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: The Gray Casualty & Surety Company

Surety's Address: PO Box 6202 Metairie, LA 70009

_____

Name and Address of Surety's resident agent for service of process in Florida:
Florida Surety Bonds, Inc. 620 N. Wymore Road Suite 200 Maitland, FL 32751

_____

END OF SECTION

# SECTION 00301
# BID FORM

**DATE SUBMITTED:** 08/12/2025

**PROJECT IDENTIFICATION:** Howey-in-the-Hills Water Treatment Plant No. 3

**NAME OF BIDDER:** RCM Utilities, LLC

**BUSINESS ADDRESS:** 1451 Pine Grove Road Eustis, FL 32726

**TELEPHONE NUMBER:** 352-561-2990

**CONTRACTOR'S FLORIDA LICENSE NO.:** CUC1225240, CGC061548, CFC1431823 & EC13014150

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has you organization been in business as a General Contractor?
   7 Years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:
   GPWCA Irrigation Pump Station #6 / Honeysuckle Pump Station / Basin Transfer #6 Total: $3,763,084
   Date range – July, 2024-May, 2025. Description – A 6,500 gallon per minute irrigation pump station and a 3,000 gallon per minute golf irrigation pump station.
3. Have you ever failed to complete work awarded to you? If so, where and why?
   No
4. Name three (3) municipalities for which you haver performed work and to which you refer:
   Marion County
   Orange City
   City of Tavares
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:
   Yes. The location of the driveway connection in relation of the intersection, implement a strong MOT plan with more notification each direction of the intersection.
6. Will you Subcontract any part of this Work? If so, describe which portions.
   Yes. Civil Site Development, Building Construction, Ground Storage Tank & Landscape

7. What equipment do you own that is available for the Work?

See Attached List

8. What equipment will you purchase for the Work?

None

9. What equipment will you rent for the Work?

None

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

Avalible Upon Request

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

RCM Utilities, LLC

END OF SECTION

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

**Firm Name:** Ciraco Underground, Inc.
**Address:** PO Box 1017 Belleview, FL 34421
**Telephone Number:** 352-347-2035
**Trade:** Civil Sitework **Estimated Dollar Amount:** $950,000.00

**Firm Name:** Precon Corporation
**Address:** 115 SW 140th Terrace, Newberry, FL 32607
**Telephone Number:** 352-332-1200
**Trade:** Prestressed tank **Estimated Dollar Amount:** $1,000,000.00

**Firm Name:** Altman Sod & Landscaping
**Address:** 899 S. Central Ave. Umatilla, FL 32784
**Telephone Number:** 352-669-5153
**Trade:** Landscape **Estimated Dollar Amount:** $175,000.00

**Firm Name:** GSB Construction & Development Inc.
**Address:** 3609 Parkway Blvd., Leesburg FL. 34748
**Telephone Number:** 352-748-1949
**Trade:** Building **Estimated Dollar Amount:** $850,000.00

**Firm Name:** _____
**Address:** _____
**Telephone Number:** _____
**Trade:** _____ **Estimated Dollar Amount:** $_____

**Firm Name:** _____
**Address:** _____
**Telephone Number:** _____
**Trade:** _____ **Estimated Dollar Amount:** $_____

**Firm Name:** _____
**Address:** _____
**Telephone Number:** _____
**Trade:** _____ **Estimated Dollar Amount:** $_____

END OF SECTION

Executed in 3 Counterparts
Project No. 055783.001
Bid No. RFB 2025-007

# SECTION 00410
# BID BOND
## BIDDER CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, RCM Utilities, LLC* as Principal, and The Gray Casualty & Surety Company** as Surety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we herby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 28th day of July 20 25 .

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Howey-in-the-Hills, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Howey-in-the-Hills Water Treatment Plant No. 3 project.

NOW THEREFORE:

A. The term "bid" as used herein included a bid, offer, or proposal as applicable.

B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Biding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

C. This obligation shall be null and void if:

1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

2. All bids are rejected by Owner, or

3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)

D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.

*1451 Pine Grove Road Eustis, FL 32726
**PO Box 6202, Metairie, LA 70009-6202

H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addr shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable stature, then the provision of said stature shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

Principal (Print Full Name):
RCM Utilities, LLC

By: Francis Allen Baker III (L.S)

Title: Vice President

Attest: F. Allen Baker III VP

Signature and Title

Surety (Print Full Name):
The Gray Casualty & Surety Company (Seal)
Surety's Name and Corporate Seal

By: Jeffrey W. Reich
Signature (attach Power of Attorney) Jeffrey W. Reich*

Title: Attorney-in-Fact & FL Lic. Resident Agent

Attest:

Signature and Title Migdiel Burgos, Witness

IMPORTANT – Surety companies executing bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

*Inquiries: 407-786-7770

END OF SECTION

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

# GENERAL POWER OF ATTORNEY

**Bond Number:** Bid Bond **Principal:** RCM Utilities, LLC

**Project:** Howey-in-the-Hills Water Treatment Plant No. 3

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Sonja Amanda Floree Harris, Cheryl A. Foley, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangumo, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of July , 2025

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of July , 2025

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

# SECTION 00420
# CORPORATE RESOLUTION

## BIDDER CERTIFICATION

I, Melissa M Moss, Secretary of RCM Utilities, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that a meeting of the Board of Directors of the Corporation duly called and held of July 28th, 2025 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to Town of Howey in the Hills for the construction of Water Treatment Plant No. 3.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

| NAME | OFFICE | OFFICIAL SIGNATURE |
|---|---|---|
| Christopher R Creech | President | |
| Francis Allen Bates III | Vice President | |
| Melissa M Moss | Secretary | |
| | | |

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 12 day of August, 2025.

END OF SECTION

# SECTION 00480
# NON-COLLUSION AFFIDAVIT

**STATE OF:** Florida

**COUNTY OF:** Lake

Francis Allen Bates III, being first duly sworn deposes and says that:

A. He is the Vice President, of RCM Utilities, LLC, the Bidder that has submitted the attached Bid.

B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

C. Such Bid is genuine and is not a collusive of sham Bid.

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.

E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By F. Allen Bates III

Sworn and subscribed to before me this 12 day of August, 2025, in the State of Florida, County of Lake.

Virginia Lynn Penley Foley Notary Public

My Commission Expires: 05/22/2029

END OF SECTION

Notary Public State of Florida
Virginia Lynn Penley Foley
My Commission HH 678857
Expires 5/22/2029

# SECTION 00490
# TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P Trench Safety Standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost:

Project Name: Town of Howey-in-the-Hills Water Treatment Plant No. 3

_____

One Thousand Dollars
(Cost in Words)

TOTAL: $ 1,000.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: RCM Utilities, LLC DATE: 08/12/2025

BY: _____

END OF SECTION

# ADDENDUM NO. 1

**DATE:** July 21, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- It was brought to our attention that a Wallace &Tiernan system is called out in the plans for the new treatment plant. Currently the Town uses a Hydro system which is maintained using Guardian equipment. The Town would prefer to stay using a Hydro system and not have 2 different systems to maintain.

- Site/Mechanical Changes to the Contract Drawings
  - Sheet M-05
  - Sheet M-06

- Electrical Changes to the Contract Drawings
  - Delete the following drawings:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

  - Insert the following revised drawings in their place:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

- Architectural Changes to the Contract Drawings
  - DRAWING A1.1 PROJECT DATA:
    Updated Sheet index to reflect revised sheets.
  - DRAWING A6.1 INTERIOR ELEVATIONS:
    Updated detail 1/A6.1 to include dimensions and finish material.
  - DRAWING AS1.1 SPECIFICATIONS:
    Added new sheet
  - DRAWING AS1.2 SPECIFICATIONS:
    Added new sheet

- DRAWING AS1.3 SPECIFICATIONS:
  Added new sheet
- DRAWING AS1.4 SPECIFICATIONS:
  Added new sheet

- Structural Changes to the Contract Drawings
  - DRAWING S3.1 FOUNDATION PLAN:
    Relocated door opening from the Clorine Room to the Storage Room
  - DRAWING S3.2 ROOF FRAMING PLAN:
    Relocated lintel from the Clorine Room to the Storage Room.

**Questions from Bidders:**

1. Bid Item number 7 seems incomplete, can you clarify?
   Response: See attached revised Bid Form.

2. We respectfully request that Unitron Controls® (a division of Barney's Pumps, Inc) be considered an Approved Equal for the System Supplier role, as specified in Section 13300.
   Response: Not Approved. TLS Automation Sole Source.

3. In Table 11215, please confirm that the minimum shutoff head shall be at least 200 ft of head (~15% over the top of the highest specified performance condition). Current specified shutoff head is 64 ft
   Response: Confirmed. The minimum shutoff head shall be at least 200 ft of head.

4. In Table 11215 (and plan sheet M-01 & M-02), well casing is specified as being 12". Please confirm the ID is at least 12" or larger. The pump sizes needed to meet the specified flow rates have OD's that are around 11.50". This means that there could be only 0.25" gap (or smaller) around the perimeter of the pump, making setting & removal of the pump challenging. If the ID of the casing is at any location less than 12.0", please consider revising the pump requirements to allow smaller equipment.
   Response: Confirmed. The casing pipe is 12" I.D. black steel. Smaller equipment which meets the design point, HP and other specifications found in the bid documents shall be acceptable.

5. In section 11215, to allow for future electrical upgrades, we recommend requiring that the complete pump assembly and motor be Variable Speed rated (including fabricated discharge heads). This will increase the equipment robustness even when operated at Constant speed, and will allow the City the option of adding VFDs to the wells for better flow control in the future.
   Response: Solid State Starters are required for the well pumps as shown on the Contract Drawings

6. In section 11216, please confirm that all four pump cans shall be the same size and shall allow all pumps to be interchangeable between the cans. This will ensure that the City can replace the Jockey Pump with another High Service Pump in the future without needing to up-size the cans.
   Response: Confirmed. All four pump cans shall be the same size.

7. In section 11216, to minimize the chances of undesirable vibrations during variable speed operation, and to facilitate all suction cans being made to the same size, we recommend requiring that all pump heads be Fabricated. Such heads can be optimized for variable speed operation, and also allow the Jockey to be built with an oversized baseplate to mate with the larger Can size for the HSPs.
   Response: Pump heads may be fabricated per pump manufacturer recommendations.

8. In section 11216, the need for an 8" x 10" reducer can be eliminated by specifying 10" pump discharges (which has little to no cost impact on the pumps and reduces friction). Please confirm if this is desirable.
   Response: Bid per current layout.

9. In section 11216, we request that the minimum Pump Efficiency at the Primary design point be changed to 75%, with a pump BEP still at 80%. This will allow a bowl selection that places the high flow condition to the Right of BEP, thus allowing the pump to be operated at higher efficiencies throughout its operating cycle. This request applies to both the High Service and Jockey Pumps
   Response: The minimum Pump Efficiency at the Primary design point is changed to 75%, with a pump BEP still at 80%.

10. Can you provide details of the existing well that need to be abandoned, such as diameter and depth?
    Response: Existing well details (Well No. 3) are shown in the FDEP Sanitary Survey Report for WTP No. 2 which is attached.

11. We have landscaping plans in the bid plans, is there irrigation plans?
    Response: Due to Town ordinance, there will be no irrigation system for this site. The Contractor will be responsible for providing irrigation water for 30 days to establish planted landscape grow-in.

12. Section 11210, "Water Pumps"
    - Does this project have funding that requires the equipment to be BABA compliant?
      Response: No. This project is not required to be BABA compliant.

- Please confirm that the specified well pumps and high service pumps are to be NSF61 certified.
  Response: Confirmed. All well pumps and high service pumps are to be NSF61 certified.

- Please confirm that the specified performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.
  Response: Confirmed. Performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.

- Please clarify the requirements for the factory performance testing for the well pumps and the high service pumps. Section 11210, 1.03.C.2, says the "tests shall be witnessed and certified by a registered PE". Section 11215, 3.02.B, says the "tests shall be witnessed by a registered engineer" but then adds additional information which indicates this engineer would be a HALFF representative including travel, meals, etc. to the pump manufacturing facility. Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test". Witness testing adds cost & lead time. I would suggest non-witnessed factory performance tests on each unit, HI Grade 1U tolerance, certified by a PE or factory test lab manager.
  Response: Factory performance testing for the well pumps and the high service pumps shall be accordance with Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test".

13. Section 11215, "Vertical Turbine Water Pumps"

- Paragraph 1.01.B makes reference to "variable speed well pumps". Please confirm the well pumps are constant speed as indicated by the electrical drawings and not variable speed.
  Response: Confirmed. The well pumps are constant speed as indicated by the electrical drawings.

- Please clarify the note in paragraph 2.02.B which says "Existing motor shall be reinstalled for continued use".
  Response: No existing motors shall be reinstalled. All pumps and motors shall be new.

- Are any factory certified hydrostatic tests desired for the well pump bowls, columns, or heads?
  Response: No factory certified hydrostatic tests are required.

- Regarding the testing in 3.02.C:

- Vibration testing in the factory is not feasible as the pumps are not fully assembled or securely anchored, as they will be in the field. Can vibration testing be performed as part of the field services / startup?
  Response: Yes. Vibration testing be performed as part of the field services / startup.

- Noise level testing in the factory is not feasible due to external influences. In addition, typically a factory test motor is used for testing and not the actual job motor. Can noise testing be performed as part of the field services / startup?
  Response: Yes. Noise testing can be performed as part of the field services / startup.

- Is certified historical NPSHR data acceptable in lieu of actual NPSHR testing?
  Response: Yes. Certified historical NPSHR data is acceptable.

14. Section 11216, "Vertical Turbine High Service and Jockey Pumps"

- Is packing or a mechanical seal to be used for shaft sealing?
  Response: Packing or mechanical seal for shaft sealing will be per pump manufacture recommendations.

- Please confirm the requirement for hardened sleeves on the line shaft as indicated at the top of 11213-4. This is not typical for municipal water service. Please note that line shaft bearings are neoprene per 2.12.A.
  Response: Confirmed. the requirement for hardened sleeves on the line shaft. Line shaft bearings shall be zincless bronze bearings as indicated in Paragraph 2.07.B.

- Paragraph 2.10.A - Please consider allowing integral impeller wear rings as an acceptable alternative.
  Response: Impellers need to be equipped with replaceable wear rings per Specification.

- Paragraph 2.12.A – Our standard for bowl bearings is a combination of bronze & rubber. Is this acceptable?
  Response: No. Bowl bearings need to be stainless steel per Specification.

- Please confirm a factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

Response: Confirmed. Factory FEA is required for the high service pumps as indicated by 1.03.A.1.l in section 11210.

- Please confirm the coatings that are required for the high service pumps. 3.03.A calls for fusion bonded epoxy but then 3.03.B, 3.03.C, and 3.03.D have different requirements. In addition, the references to system 7 and system 10 do not appear to be correct. I would suggest that the exterior of the bowls, interior & exterior of the column, and interior of the head be coated with an NSF epoxy such as Tnemec 21 or equal. The interior of the bowl will have a vitreous enamel or fusion bonded epoxy coating. Standard factory finish on the discharge head exterior is typically acceptable as the installing contractor will typically field prime & paint to match the existing piping.
  Response: All coatings that come into contact with pumped water shall be suitable for potable water service as approved by the National Sanitation Foundation (NSF) Standard 61.

14. Can General Control Systems be added as an approved System Supplier? We meet the requirements listed in 13300 1.07. Please see attached documentation.
    Response: Not Approved. TLS Automation Sole Source.

15. Can General Control Systems be added as an approved Control Systems Engineer (CSE)? We meet the requirements listed in 13300 1.01-E. Please see attached documentation.
    Response: Provide supplemental information to allow review.

16. The bid sheet and PCT spec 13205.2.02.A.9 call out a 3,000 GPM aerator and drawing sheet M-07 calls out a 3800 GPM aerator. Please provide clarification.
    Response: The aerator shall be 3,800 gpm per Sheet M-07.

17. Specifications section 13205.2.02.B.3.a & 13205.2.02.B.4.a Require a SAF-T-Climb ladder system, please confirm a TS rail system is acceptable.
    Response: Confirmed. A TS rail system is acceptable.

18. Specifications section 13205.2.03.C requires aerator tray materials to conform to NSF 61 standards. NSF approved gel coat materials are not readily available, therefore we recommend trays be constructed using NSF 61 approved resin and remain uncoated with no gelcoat. This approach is industry standard for fiberglass products such as fiberglass baffles.
    Response: Aerator trays be constructed using NSF 61 approved resin and remain uncoated with no gel coat.

19. Specification section 13205.3.01.B.4 refers to the floor being sloped to drain. Confirm slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.
Response: Confirmed. The slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.

20. Specification section 13205.3.03.B indicates "filling of voids" shall be in accordance with manufacturers recommendations. It has been our experience the underside of the dome, being cast concrete against a formed surface, once the surface has been properly prepared would leave sufficient holes/voids that a full 1/8" thick resurfacer coat will provide a more durable coating system in lieu of addressing holes individually. Please confirm if a full coat of resurfacer is required on the underside of the concrete dome.
Response: Confirmed. A full coat of resurfacer is required on the underside of the concrete dome.

21. Specification section 03300.2.01.B.1 states the cement classes that shall be used are Type II or Type III. Please also include ASTM C595 Type IL into the classes of cement.
Response: ASTM C595 Type IL shall be included in the cement classes in addition to Type II and Type III.

22. In RFB 2025-007 WTP No 3 - Bid Specifications Section 13205 Prestressed Circular Concrete Tank 2.04 Painting and 3.03 Painting, the specified Tnemec Series N140 does not meet NSF 600 standard for contact with potable water. Will Tnemec Series L140 Pota-Pox Plus be considered an approved equal for the specified interior surfaces of the new PCT tank?
Response: Confirmed. Tnemec Series L140 Pota-Pox Plus is considered an approved equal for the specified interior surfaces of the new PCT tank.

23. Geotechnical report from March 2025, ground storage tank #3 foundation section, has calculated settlement values off an assumed bearing pressure of 1,400 psf. The tank size with a 60'-0" ID and 28'-6" SWD requires a minimum bearing pressure of 1,900 psf. Please provide differential and total settlement values based off a 1,900 psf bearing pressure.
Response: The Geotechnical Investigation has been revised to show a 1,900 psf bearing pressure. The addendum report is attached.

24. Drawing sheet M-04: The SWD is currently shown as 28'-5". Please confirm the top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.
Response: Confirmed. The top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.

25. Drawing sheet M-05 requires fiberglass screens for the precast concrete overflow's while PCT spec 2.02.B.6.a. requires stainless steel. Please provide clarification.
Response: Precast concrete overflow screens shall be stainless steel per Specification 2.02.B.6.a. Please refer to the revised construction plans.

26. Drawing sheet M-05 calls out an aluminum interior ladder. Please confirm a fiberglass ladder is required as stated on PCT specification section 13205.2.02.A.3. An aluminum interior ladder is not recommended.
Response: Confirmed. Interior ladder shall be fiberglass per Specification section 13205.2.02.A.3. Please refer to the revised construction plans.

27. Drawing sheet M-05 shows the interior and exterior ladders as 17' tall. Confirm the ladders are to be designed to accommodate a 28'-5" side water depth.
Response: Confirmed. Interior and exterior ladders are to be designed to accommodate a 28'-5" side water depth.

28. Drawing sheet M-06: Shows "link seals". Please modify this detail to read "Through-wall pipe shall be Type 316 stainless steel. Waterstop rings on wall-pipes shall be Type 316 stainless steel."
Response: Detail indicating "link seals" has been removed from the revised construction plans.

29. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.
Response: Noted. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.

30. Please confirm if this project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.
Response: Confirmed. This project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.

31. Please confirm the all of the pump disconnects are 316SS, indoor and outdoor. The specs say 316SS unless otherwise noted on plans. The plans don't call out a material.
Response: All pump disconnects are to be NEMA 4X 316 stainless steel.

32. Would the Town consider any of the following?
    - Move the bid to 2PM due time to allow time for pricing to come in, as well as travel time, after the weekend on Monday morning.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

    - Move the bid to from Monday to any other day Tuesday thru Friday to allow 1 full consecutive workday before the bid to finalize pricing, contact vendors, finalize for a morning delivery of bid in the case of contractors who have a long drive.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

33. Please provide me with the column length starting under the discharge head to the top of the bowl assembly for the 3 HSP's and jockey pump.
Response: The column length shall be a minimum of 10 feet in length.

34. Also the overall depth of the wet well and please specify if there's a concrete pedestal on the slab.
Response: The high service pumps and jockey pumps are canned. There is not wet well. There will be a concrete pedestal on the slab.

35. Southern Flow would like to be added to the list of approved Systems Integrators in Section 13300. Attached is our qualification package for your review.
Response: Not Approved. TLS Automation Sole Source.

36. Lab storage room – I did not locate a Div 6 or Div 12 spec, is there one? Nothing is noted in terms of materials either on the elevations of this room (cabinets or counter tops). Is this an Owner furnished or contractor furnished item? Lockers in restrooms /ADA restroom bench – I did not locate a spec, are there any specific requirements for these items? Is this an Owner furnished or contractor furnished item?
Response: Please refer to the amended architectural sheets attached with revised construction plans.
    - *Division 6 has been added to the set in addendum #1 above. Please see revised detail 1/A6.1 for added notes to the millwork details. All items are to be contractor furnished unless instructed otherwise.*

- *There are no specific requirements for the lockers. Please ensure that any locker specified will not impede the required clear floor area in the room that said unit is located. A specification has not been provided for the ADA restroom bench. Please coordinate bench selection with the provided ADA bench dimension parameters provided in detail 4/A6.1. All items are to be contractor furnished unless instructed otherwise.*

37. Consider naming **EDGENG** as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of **Section 13205- FRP ladder.**
    Response: FRP ladder shall be provided by the prestressed concrete tank manufacturer.

**Attachments:**

1. Revised Construction Plans for Town of Howey-in-the-Hills Water Treatment Plant No. 3
2. Revised Bid Form 00300-4
3. Addendum Report – Geotechnical Investigation for Howey-in-the-Hills Water Treatment Plant No. 3

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1**

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE

TITLE Vice President DATE 08/12/2025

# ADDENDUM NO. 2

**DATE:** July 23, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised the date for the Receipt of Bids and the Town Council Meeting has been changed. The Town will also require a digital copy of the bid to be submitted with the bid package.
- There will be an additional Addendum issued due to changes to the chlorination system manufacturer.

**Attachments:**

1. Revised Invitation to Bid 00020-1

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2**

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE [signature]

TITLE Vice President DATE 08/12/2025

# ADDENDUM NO. 3

**DATE:** July 31, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- The Town is sole sourcing the chlorination gas feeder and detection system as supplied by Guardian Equipment, Inc. Bidders shall utilize the equipment price quote provided by Guardian Equipment, Inc.
- Specification Section 11345 Gas Detection System is now obsolete. Gas detection system is included in the revised Specification Section 11245.
- Septic Tank shall be a minimum of 900 gallons and the drain field shall have a minimum of 334 square foot bed.

**Attachments:**

1. Revised Specification Section 11245.
2. Scope and Quote from Guardian Equipment for Section 11245 Gas Feeder.
3. FDOH Onsite Sewage Treatment and Disposal System Construction Permit and associated attachments.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3**

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE _____

TITLE Vice President DATE 08/12/2025

# SECTION 11245
# GAS FEEDER

## PART 1 - GENERAL

### 1.01 COMPLETENESS

A. The system shall be complete with all components, equipment, and appurtenances.

### 1.02 QUALITY ASSURANCE

A. All materials and components shall be new and unused of first quality by well-known manufacturers. Inferior materials or components shall not be allowed.

## PART 2 – MANUFACTURER

### 2.01 MANUFACTURER

A. The manufacturer of the gas chlorination equipment shall be Hydro Instruments, Telford, PA, USA.

## PART 3 – CHLORINATION SYSTEM

### 3.01 GENERAL

A. The Chlorination system shall be a vacuum operated, solution feed, and automatic switchover type for dispensing chlorine gas from industry standard one hundred fifty (150) pound cylinders.

B. The Chlorination system shall have a chlorine gas feed capacity of not less than 250 PPD (pounds per day).

C. The system shall convey the gas under vacuum from the cylinder mounted vacuum regulators to the ejector assemblies.

D. The chlorination system shall automatically switch the gas supply from an empty cylinder to a full one to maintain an uninterrupted supply of chlorine to maintain continuous disinfection of the water.

E. The system design shall permit the entire system to be vacuum checked in the field without the use of special tools.

F. The system shall be constructed of materials suitable for wet or dry chlorine gas service.

### 3.02 CYLINDER MOUNTED VACUUM REGULATORS

A. The four (4) vacuum regulators shall mount directly on the gas cylinder valve by means of a closed, corrosion resistant yoke assembly that complies with the standards set forth by The Chlorine Institute, Inc. The sealing of these mating surfaces shall be achieved using a lead gasket.

B. Each Vacuum Regulator shall have a maximum feed rate capacity of 250 PPD.

C. Each vacuum regulator shall use an inlet capsule constructed of solid Hastelloy C-276 material, which shall carry a lifetime warranty.

D. Each vacuum regulator shall have its bodies machined from solid PVC to avoid cracking and for maximum durability.

E. Injection molded PVC or ABS body parts (which possess insufficient wall thickness), shall not be accepted.

F. Vacuum regulator springs shall be Tantalum alloy and shall carry a lifetime warranty.

G. Each vacuum regulator shall have a two-layer ECTFE (Halar) diaphragm, which controls vacuum and a spring loaded, normally closed inlet valve, which closes upon loss of vacuum.

H. Each regulator shall possess an internal switchover mechanism to automatically shift from standby to in-service upon depletion of the on-line cylinder. The regulators shall have a clear status indicator (standby or in-service).

I. Each regulator shall incorporate a pressure relief (vent) valve with separate ports for chlorine feed and chlorine vent. Connections and tubing shall be provided for venting gas away from the pressure relief (vent) port of each vacuum regulator to the outside atmosphere (outside of the building). The outside end of the vent tubing shall be equipped with an insect screen.

J. Each regulator shall be equipped with a porous PTFE inlet filter to remove particulate matter from the gas before it enters the inlet safety valve.

K. Each regulator shall be designed to accept an optional flow meter tube to indicate feed rate and which cylinder is in use.

L. Each regulator shall have a mechanism to indicate when the cylinder is empty and requires replacement.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The vacuum regulator shall be Hydro Instruments Model SVR-250-CL2.

## 3.03 GAS FLOW METER

A. Three (3) gas flow meters shall be provided to indicate the gas flow rate. The gas flow meter shall be suitable for wall mounting.

| Location | Feed Rate |
|---|---|
| Well No.5 | 100 PPD |
| Well No.6 | 100 PPD |
| Post Chlorination | 100 PPD |

B. The gas flow meters shall be equipped with a rate control valve for manual feed rate adjustment.

C. Flow meter tubes shall be a minimum of six (6) inches in length and indicate flow rates up to their maximum capacity and down to a minimum of 1/10 of the maximum value.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The gas flow meter shall be Hydro Instruments Model RM-702.

## 3.04 AUTOMATIC CONTROL VALVE (CHLORINATOR)

A. General

1. One (1) automatic control valve (chlorinator) shall be provided to control the chlorine gas feed.

| Location | Feed Rate |
|---|---|
| Post Chlorination | 100 PPD |

2. The automatic control valve shall be comprised of a PID controller and variable area orifice rate valve. These devices shall be incorporated into one compact unit.
3. The microprocessor based automatic control valve shall adjust the gas feed rate based on up to three analog input signals or by means of one to four 12-24VDC inputs.
4. The automatic control valve shall allow for the following standard, field selectable control modes:
    a. Manual
    b. Proportional control (Flow)
    c. Set-Point control (Residual/ORP)
    d. Compound Loop control (PID)
    e. Step-Feed control
    f. Dual Input Feed Forward control
    g. Dual Set-Point control
5. Motion of the valve shall be achieved by means of a linear stepper motor.
6. Motion control shall be achieved without the use of a feedback potentiometer.
7. To ensure accurate feed rates throughout the range of operation, the software shall incorporate a 10-point valve linearization calibration.

B. Construction

1. The automatic valve shall be housed in a NEMA4X (IP66) rated enclosure.
2. Materials of construction shall be of the finest available for the use of chlorine gas.
3. For accurate feed rate control, the length of the variable area orifice portion of the rate valve stem shall be no less than 1.5 inches.
4. The automatic valve shall be installed onto a ½" thick high density polypropylene (HDPE) panel suitable for wall mounting.

C. User Interface

1. The automatic control valve shall include a 2-line, 20-character, alphanumeric, LCD display.
2. User controls shall be through a front panel 4-button keypad.
3. Menus and variables shall be displayed in plain English words using easy to read, alphanumeric characters for clear understanding.
4. Control mode and parameters shall be password protected and adjustable through the keypad while displayed on the screen.

D. Inputs and Outputs

1. The automatic control valve shall include three (3) analog input channels.
2. Each analog input signal shall be independently user selectable as either 4-20mA or 0-10V.

3. The first input channel shall be used only for proportional (flow) input signals. The second input channel shall be used only for set point (residual or ORP) input signals. The third input channel shall be used for one of the following:
    a. Remote adjustment of dosage
    b. Remote adjustment of set-point
    c. Remote valve positioning
    d. Additional input for Dual Set-Point control
4. Four 12-24VDC inputs shall be provided. These inputs can be used for:
    a. Step-Feed control
    b. External control of AUTO or MANUAL modes
    c. External control of DUTY or STANDBY modes
5. Two (2) relay outputs shall be provided for remote indication of alarm conditions or indication of whether the valve is in AUTO or MANUAL mode. The use of these relays is user adjustable.
6. Two 4-20 mA output signals, proportional to the chemical feed rate, shall be provided.
7. The automatic control valve shall have a half-duplex, two wire interface type connection for Modbus RS-485 communication.

E. Remote Meter Panel

1. One (1) remote meter panel shall be incorporated into the assembly to indicate the gas flow rate.

    NOTE: REFER TO SECTION 3.3 FOR DETAILS.

F. Bypass Piping Arrangement

1. The automatic control valve shall be provided with a bypass piping and valve arrangement to allow for the selection of automatic feed control or bypass (manual) feed control. The selection of manual feed control shall isolate the automatic control valve.
2. The bypass piping arrangement shall be constructed of socket welded schedule 80 PVC pipe and pipe fittings.
3. The three (3) bypass valves shall be constructed with seals of suitable material for chlorine gas application.

G. Electronic Vacuum Monitoring

1. An electronic vacuum monitor shall be supplied and installed on the panel. The vacuum monitor shall have the following features:

    Input Voltage: 90-265 VAC, 50/60 Hz @ 0.1 Amps

    Alarm Relays (SPDT)

        240V AC at 5 Amps Resistive

        115V AC at 5 Amps General Use

        30V DC at 5 Amps General Use

Enclosure: NEMA 4X

Vacuum Measurement range: 0 to 30 in. Hg.

Low Alarm range: 0 to 15 in. Hg.

High Alarm range: 15 to 30 in. Hg.

Over Pressure: 85 PSI

Delay Timer: 1 to 100 seconds

Analog Output

Voltage: 0-3 VDC

Current: 0-3 mA DC (standard) or 4-20 mA DC with optional mA transmitter board installed

Reset Switch: IP 65 protection

External connectors: IP 68 protection

Indicators

Vacuum: 3 digit digital LED display

Alarms: 3 LED indicators – High, Low and Latch

Polarity: 1 LED

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The automatic control valve shall be Hydro Instruments Model WPOV-110.

## 3.05 EJECTORS

A. A total of three (3) ejectors shall be supplied. The ejector shall be water operated Venturi nozzle type. The Ejector shall provide the operating vacuum for the chlorination system.

B. The ejector shall incorporate a spring loaded, normally closed check valve to prevent the backflow of water into the chlorine gas equipment. The check valve shall be suitable for backpressures of no less than 140 psi.

C. The ejector check valve shall automatically close upon the loss of vacuum in the ejector.

D. Each ejector shall have body parts machined from solid PVC stock for maximum durability and to avoid cracking.

Injection molded PVC or ABS body parts (which possess insufficient wall thickness), shall not be accepted.

| Location | Size | Nozzle/Throat | Feed Rate |
|---|---|---|---|
| Well No.5 | ¾" | #12 | 100 PPD |
| Well No.6 | ¾" | #12 | 100 PPD |
| Post Chlorination | ¾" | #12 | 100 PPD |

E. The ejectors shall be installed with a water inlet assemblies consisting of a true union ball valve, y-strainer, pressure gauge and union.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The ejector shall be Hydro Instruments Model EJO-100-CL2. The water inlet assembly shall be Hydro Instruments Model WIA-PVC-100-BV.

## 3.06 GAUGES

A. Furnish and install gauges where shown on the plans.

B. All gauges shall be diaphragm protected and suitable for chlorine gas service.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA or approved equal.

## 3.07 MAINTENANCE

A. Furnish operation & maintenance manuals with pertinent parts drawings for all equipment.

B. Where required, provide one (1) set of special tools for complete assembly and/or disassembly of system components for each type specified.

C. Spare Parts – Provide spare parts and maintenance kits in accordance with manufacturer's recommendations for the following items:

1. Vacuum regulators
2. Automatic control valve
3. Gas flow meter
4. Ejector

# PART 4 – GAS ALARM

## 4.01 AUTOMATIC CONTROL VALVE (CHLORINATOR)

A. The gas detector shall be a device including a monitor and up to sixteen electrochemical gas sensors.

B. The gas detector shall include a microprocessor-based monitor operating the electrochemical sensors.

C. The microprocessor-based monitor shall be enclosed in a NEMA 4X (IP66) rated housing. The monitor shall include a two (2) line twenty (20) character, alphanumeric, backlit, liquid crystal, display, one alarm LED, a 90 dB audible alarm, and four front panel push buttons.

D. For every four gas sensors ordered, an additional enclosure will be provided. The single display will be mounted in the main enclosure (sensor enclosure 1-4). All enclosures will be mounted on a wall panel for easy access.

E. A self-diagnostic alarm shall be provided to detect any communication errors for the electrical hardware.

F. Alteration of the gas detector settings shall be password protected.

G. The gas detector monitor shall include an external acknowledge contact input to allow remote acknowledgement of alarms.

H. The gas detector shall provide an RS-485 (Modbus) digital output signal to allow external recording of the gas detector readings and alarms.

I. The gas detector shall provide an isolated 4-20 mA output signal for each sensor.

J. A standard twenty-five (25) feet of shielded signal cable shall be provided to connect each sensor to the monitor. Additional cable lengths may be provided up to 300 ft. as required.

K. The gas detector shall operate from 85 to 264 Volts (50-60 Hz) AC Power.

## 4.01 ALARM RELAYS

A. The gas detector shall be provided with two selectable common alarm outputs standard. These two common alarm outputs shall be capable of monitoring the following conditions: any sensor low, any sensor high, any sensor signal loss, AC power loss, and low battery.

B. For every four sensors ordered an additional eight relays shall be provided.

C. The two adjustable relays per sensor shall indicate low-level alarm reading (odd relays) and high-level alarm reading (even relays). The low and high level settings shall be adjustable using the password protected keypad/display interface. Each relay may also be programmed to indicate: any sensor low, any sensor high, any signal loss, AC power loss, and low battery.

D. The high-level alarm relay shall be user selected as either latching or non-latching and either failsafe or non-failsafe.

E. The low-level and common alarm relays shall always be non-latching and non-failsafe.

F. Relays shall be dry contacts and rated for a maximum power of 10 A at 250 VAC / 10A at 24 VDC.

## 4.02 GAS SENSORS

A. All gas sensors will be of the electrochemical type capable of monitoring the specified gas.

B. All gas sensors will operate with a 4-20 mA output loop powered signal.

C. The chlorine gas sensor will have a measurement range of 0.0 to 10.0 ppm and a resolution of 0.1 ppm.

D. The chlorine gas sensors will have a zero drift of less than 0.03 PPM change per year and an accuracy of within +/- 0.2 PPM.

E. The gas sensor response time will allow the reading to reach 90% of scale within 30 seconds or less.

F. The gas sensor recovery time will be such that after exposure to the target gas, the sensor reading will recover to 90% or less within 3 minutes or less.

G. The gas sensors will not require the addition or replacement of electrolyte.

H. Gas sensor and transmitter boards will be housed in a NEMA4X enclosure.

## 4.03 BATTERY BACKUP

A. The gas alarm will be capable of including an integral battery backup. The integral battery backup will be mounted inside the monitor and enabled or disabled in the password protected setup.

B. The battery backup will be able to power the gas alarm without AC power for at least 12 hours. For units using more than four sensors, one battery will be provided for each set of four sensors.

## 4.04 TEMPERATURE MONITORING

A. The gas alarm monitor will be capable of monitoring and displaying air temperature with up to two (2) Type K thermocouples.

B. The Type K thermocouple will have ten (10) feet of shielded copper wire provided to connect to the monitor.

C. The monitor will provide two (2) adjustable temperature alarm trip points. One rising alarm for high temperature and one falling alarm for low temperature.

D. One (1) dedicated alarm relay will be provided for high temperature alarm indication. The common alarm relays and gas sensor alarm relays will be programmable to also indicate a high temperature alarm or a low temperature alarm.

## 4.05 DATA LOGGING

A. The gas alarm will be capable of automatically recording and storing data for: Date, Time, Gas sensor reading and Temperature.

B. The frequency at which data is collected and stored will be adjustable, with a minimum setting of every 5 seconds.

C. Data will be written to and stored on a MicroSDHC memory card. The memory card will be installed and physically accessed from inside the gas alarm monitor without the need for perforations in the enclosure that would compromise its NEMA (IP) rating.

D. Data will be written in a comma separated value format and able to be read by simple text readers and able to be imported into spreadsheet programs.

MANUFACTURER

The manufacturer shall be Hydro Instruments, Telford, PA, USA. The gas alarm shall be Hydro Instruments Model GA-180.

# PART 5 – GAS ALARM

## 5.01 INSTALLATION

A. Install equipment and accessories in accordance with manufacturer's recommendations.

## 5.02 SERVICES

A. Provide on-site startup, operator training and final equipment adjustment services for a minimum of one day. These services shall be provided by a factory trained and certified technician.

B. Installing contractor must have a minimum of 5 years of experience installing gaseous chlorination systems and provide at least three references.

C. Demolition of existing system(s) and installation of the new chlorination system(s) must be coordinated with the City of Howey. If necessary, the successful bidder / installer shall provide a temporary chlorination system to ensure that the treatment system can provide disinfected potable water to the City without interruption.

END OF SECTION

GUARDIAN EQUIPMENT, INC.
330 Hickman Drive, Sanford, FL 32771 PH:888-928-3700 / 407-936-2216 FX:407-936-2217

July 29th, 2025

Ref: Howey-in-the-Hills
Water Treatment Plant No. 3
Project No. 055783.001
Owner/Bid No. RFB2025-007

Ladies & Gentlemen:

We are pleased to offer the following information for your review and consideration.

**SECTION 11245 GAS FEEDER**

**ONE (1) WPOV-110-C-3-100M6-2-0-M Hydro Instruments Wall Panel Omni Valve**
½" NPT Inlet/Outlet, Flowmeter & V-Notch Stem, Manual Bypass w/ vacuum monitor, 6" Meter

**TWO (2) RM-702-CL2 Hydro Instruments 100 PPD 6" Remote Meter Panel**

**FOUR (4) SVR-250-CL2-250-0-US-0 Hydro Instruments Automatic Switchover Vacuum Regulator 250 PPD**
25' vacuum tubing, 25' vent tubing, 10 lead gasket, vent tube insect screen & cap, small squeeze bottle for ammonia (ammonia not included), filter media, twisted cylinder wrench

**THREE (3) Hydro Instruments EJH-250-CL2 Injector**

**TWO (2) Force Flow Model GR150-2 Electronic Dual Chlor-Scale 150**
2-Channel SOLO G2 Digital Indicator w/4-20mA Outputs, PVC Platforms, Chaining Brackets, Electronic Load Cells

**TWO (2) Hydro Instruments VM-150 Vacuum Monitor**
1/4" ID Tube Barb Vacuum Connection, 0-30" Hg, Adjustable Alarms, 90-265VAC

**ONE (1) Lot of Spare Parts**
Kit # KT9-250-CL2 Vacuum Regulator Kit – two each
Kit # KT1-250-OV Omni Valve Kit – two each
Kit # MPH-250-CL2 Meter Kit – two each

## SECTION 11345 GAS DETECTION SYSTEM

**ONE (1) Hydro Instruments GA-180 Gas Detector, Model GA-180-1-0-0-0-1-2-1-1-1**
One Sensor, battery back-up, light and horn, 25' sensor cable, 120V AC input

**ONE (1) Hydro Instruments GA-AL-110 Remote alarm light with 90 dB horn (120VAC)**

## ASSOCIATED ACCESSORIES

**TWO (2) 0-160 PSI Pressure Gauges**
Stainless steel body, 2-1/2" dial

**TWO (2) 0-160 PSI Pressure Gauges with Isolators**
½" CPVC Isolator, stainless steel body, 2-1/2" dial

**THREE (3) ¾" Thick White Polypropylene Mounting Panels**
(2) 4' x 8' (1) 8' x 2'

**ONE (1) 3" Wye-Strainer Hayward**
Sch 80 PVC, Grey

**ONE (1) 2" Wye-Strainer Hayward**
Sch 80 PVC, Grey

**TWO (2) 1" ASCO Solenoid Valves 8210G004-120V**
120 VAC, Normally Closed

**THREE (3) Hydro Instruments Injection Quill**
1-1/2" corporation stop, 1" Sch 80 PVC quill

**ONE (1) 2" Asahi True Union Ball Valve**
Sch 80 PVC/Viton

**EIGHT (8) ½" Asahi True Union Ball Valves**
Sch 80 PVC/Viton

**SIXTEEN (16) ½" Asahi True Union Ball Valves**
Sch 80 PVC/Viton

**ONE (1) Booster Pump Goulds 25GBC10**
1" Discharge, 1" Suction, NPT, 1 HP, 1 Phase, 115/230V, 3500 RPM, ODP, 7 Stage, Cast Iron, GB Series

**TOTAL FOR ABOVE.....$47,000.00**

***Guardian Equipment does not offer the Halogen valve shut off system.**

- **Freight has been included.**
- **No sales or use taxes have been included.**
- **Start up and training has been included in the above pricing.**
- **Please allow 4-6 weeks for delivery after receipt of approved submittals.**

Please feel free to contact me if you have any questions.

Sincerely,

Alan Cliburn/Kim Newman

Guardian Equipment Inc.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM
CONSTRUCTION PERMIT

PERMIT #: 35-ST-3167460
APPLICATION #: AP2239982
DATE PAID:
FEE PAID:
RECEIPT #:
DOCUMENT #: PR2295685

CONSTRUCTION PERMIT FOR: OSTDS New

APPLICANT: (TOWN OF HOWEY IN THE HILLS-WTP#3 BLG)

PROPERTY ADDRESS: CR 48 Howey In The Hills, FL 34737

LOT: _____ BLOCK: _____ SUBDIVISION: METES & BOUNDS

PROPERTY ID #: 3018273 [SECTION, TOWNSHIP, RANGE, PARCEL NUMBER] [OR TAX ID NUMBER]

SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND STANDARDS OF SECTION 381.0065, F.S., AND CHAPTER 64E-6, F.A.C. DEPARTMENT APPROVAL OF SYSTEM DOES NOT GUARANTEE SATISFACTORY PERFORMANCE FOR ANY SPECIFIC PERIOD OF TIME. ANY CHANGE IN MATERIAL FACTS, WHICH SERVED AS A BASIS FOR ISSUANCE OF THIS PERMIT, REQUIRE THE APPLICANT TO MODIFY THE PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS PERMIT BEING MADE NULL AND VOID. ISSUANCE OF THIS PERMIT DOES NOT EXEMPT THE APPLICANT FROM COMPLIANCE WITH OTHER FEDERAL, STATE, OR LOCAL PERMITTING REQUIRED FOR DEVELOPMENT OF THIS PROPERTY.

SYSTEM DESIGN AND SPECIFICATIONS

T [ 900 ] GALLONS / GPD Baffled Septic Tank with filter CAPACITY
A [ ] GALLONS / GPD _____ CAPACITY
N [ ] GALLONS GREASE INTERCEPTOR CAPACITY [MAXIMUM CAPACITY SINGLE TANK:1250 GALLONS]
K [ ] GALLONS DOSING TANK CAPACITY [ ]GALLONS @[ ]DOSES PER 24 HRS #Pumps [ ]

D [ 250 ] SQUARE FEET Drainfield SYSTEM
R [ ] SQUARE FEET _____ SYSTEM
A TYPE SYSTEM: [X] STANDARD [ ] FILLED [ ] MOUND [ ] _____
I CONFIGURATION: [X] TRENCH [ ] BED [ ] _____
N
F LOCATION OF BENCHMARK: FINISHED FLOOR OF BLG (ELEV. 137.64' NAVD)
I ELEVATION OF PROPOSED SYSTEM SITE [ 43.00 ] [ INCHES / FT ] [ ABOVE / BELOW ] BENCHMARK/REFERENCE POINT
E BOTTOM OF DRAINFIELD TO BE [ 73.00 ] [ INCHES / FT ] [ ABOVE / BELOW ] BENCHMARK/REFERENCE POINT
L
D FILL REQUIRED: [ 0.00 ] INCHES EXCAVATION REQUIRED: [ ] INCHES

O
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R

SPECIFICATIONS BY: John Charles Katsantonis TITLE: Owner

APPROVED BY: Steven Bunkley TITLE: Environmental Specialist I Lake CHD

DATE ISSUED: 07/28/2025 EXPIRATION DATE: 01/28/2027

DEP 4015, 06-21-2022 (Obsoletes previous editions which may not be used)
Incorporated 62-6.004, FAC



v 1.1.4 AP2239982 SR2194929

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)

PERMIT NO. _____
DATE PAID: _____
FEE PAID: _____
RECEIPT #: _____

# APPLICATION FOR CONSTRUCTION PERMIT

APPLICATION FOR:
(x) New System [ ] Existing System [ ] Holding Tank [ ] Innovative
[ ] Repair [ ] Abandonment [ ] Temporary [ ] _____

APPLICANT: Town of Howey in the Hills - WTP #3 bldg EMAIL: jkenvironmental@gmail.com

AGENT: JK ENVIRONMENTAL SERVICES, LLC TELEPHONE: 352-406-6879

MAILING ADDRESS: PO BOX 2107, MINNEOLA, FL 34755

TO BE COMPLETED BY APPLICANT OR APPLICANT'S AUTHORIZED AGENT. SYSTEMS MUST BE CONSTRUCTED BY A PERSON LICENSED PURSUANT TO 489.105(3)(m) OR 489.552, FLORIDA STATUTES. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE DOCUMENTATION OF THE DATE THE LOT WAS CREATED OR PLATTED (MM/DD/YY) IF REQUESTING CONSIDERATION OF STATUTORY GRANDFATHER PROVISIONS.

PROPERTY INFORMATION OSTDS REMEDIATION PLAN? [ Y / (N) ]

LOT: N/A BLOCK: N/A SUBDIVISION: METES & BOUNDS PLATTED: N/A

PROPERTY ID #: 3018273 ZONING: A I/M OR EQUIVALENT: [ Y / (N) ]

PROPERTY SIZE: 3.23 ACRES WATER SUPPLY: [ ] PRIVATE PUBLIC [ ]<=2000GPD [ x ]>2000GPD

IS SEWER AVAILABLE AS PER 381.0065, FS? [ Y / (N) ] DISTANCE TO SEWER: >500 FT

PROPERTY ADDRESS: COUNTY ROAD 48, HOWEY IN THE HILLS, FL 34737

DIRECTIONS TO PROPERTY: -SEE MAP-

BUILDING INFORMATION [ ] RESIDENTIAL (x) COMMERCIAL

| Unit No. | Type of Establishment | No. of Bedrooms | Building Area Sqft | Commercial/Institutional System Design Table I, Chapter 62-6, FAC |
|---|---|---|---|---|
| 1 | Proposed water | N/A | 3,814 | -This is for a building housing the water |
| 2 | treatment plant bldg | | | treatment plant no. 3 for the town, including |
| 3 | | | | -Includes 198 sf office (30 gpd) or max.4 |
| 4 | | | | employees (60 gpd). Therefore use min.200 gpd for system sizing (62-6fac) |

[ ] Floor/Equipment Drains [ ] Other (Specify) _____

SIGNATURE: _____ DATE: 6/15/25

DEP 4015, 06-21-2022 (Obsoletes previous editions which may not be used)
Incorporated 62-6.004, FAC

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT NO. _____

SITE EVALUATION AND SYSTEM SPECIFICATIONS

APPLICANT: Town of Howey in the Hills - WTP #3 blg AGENT: JK ENVIRONMENTAL SERVICES, LLC

LOT: N/A BLOCK: N/A SUBDIVISION: METES & BOUNDS

PROPERTY ID #: 3018273 [Section/Township/Parcel No. or Tax ID Number]

TO BE COMPLETED BY ENGINEER, HEALTH DEPARTMENT EMPLOYEE, OR OTHER QUALIFIED PERSON. ENGINEERS MUST PROVIDE REGISTRATION NUMBER AND SIGN AND SEAL EACH PAGE OF SUBMITTAL. COMPLETE ALL ITEMS.

PROPERTY SIZE CONFORMS TO SITE PLAN: [×] YES [ ] NO NET USABLE AREA AVAILABLE: 3.23 ACRES
TOTAL ESTIMATED SEWAGE FLOW: 200 (MIN. PER 62-6 FAC) GALLONS PER DAY [TABLE 1 / OTHER]
AUTHORIZED SEWAGE FLOW: 8,075 GALLONS PER DAY [1500 GPD/ACRE OR 2500 GPD/ACRE]
UNOBSTRUCTED AREA AVAILABLE: >800 SQFT UNOBSTRUCTED AREA REQUIRED: 350 SQFT

BENCHMARK/REFERENCE POINT LOCATION: FINISHED FLOOR OF BLG (ELEV. 137.64' NAVD)
ELEVATION OF PROPOSED SYSTEM SITE IS 43 [INCHES/FT] [ABOVE/BELOW] [BENCHMARK/REFERENCE POINT

THE MINIMUM SETBACK WHICH CAN BE MAINTAINED FROM THE PROPOSED SYSTEM TO THE FOLLOWING FEATURES
SURFACE WATER: N/A FT DITCHES/SWALES: 15+ FT NORMALLY WET? [ ] YES [×] NO
WELLS: PUBLIC: 200+ FT LIMITED USE: N/A FT PRIVATE: N/A FT NON-POTABLE: N/A FT
BUILDING FOUNDATIONS: 5+ FT PROPERTY LINES: 10+ FT POTABLE WATER LINES: 20+ FT

SITE SUBJECT TO FREQUENT FLOODING: [ ] YES [×] NO 10 YEAR FLOODING? [ ] YES [×] NO
10 YEAR FLOOD ELEVATION FOR SITE: N/A FT MSL/NGVD SITE ELEVATION: N/A FT MSL/NGVD

SOIL PROFILE INFORMATION SITE 1

| MUNSELL #/COLOR | TEXTURE | DEPTH |
|---|---|---|
| 10YR 4/1 | SAND | 0 TO 3 |
| 10YR 5/4 | SAND | 3 TO 8 |
| 10YR 6/6 | SAND | 8 TO 72 |
| | | TO |
| | | TO |
| | | TO |
| | | TO |
| | | TO |
| | | TO |

USDA SOIL SERIES: 8-CANDLER SAND, 0-5% SLOPES

SOIL PROFILE INFORMATION SITE 2

| MUNSELL #/COLOR | TEXTURE | DEPTH |
|---|---|---|
| 10YR 2/1 | SAND | 0 TO 3 |
| 10YR 3/2 | SAND | 3 TO 8 |
| 10YR 6/6 | SAND | 8 TO 72 |
| | | TO |
| | | TO |
| | | TO |
| | | TO |
| | | TO |
| | | TO |

USDA SOIL SERIES: 8-CANDLER SAND, 0-5% SLOPES

OBSERVED WATER TABLE: >72 INCHES [ABOVE / BELOW] EXISTING GRADE. TYPE: [PERCHED / APPARENT]
ESTIMATED WET SEASON WATER TABLE ELEVATION: ≥72 INCHES [ABOVE / BELOW] EXISTING GRADE
HIGH WATER TABLE VEGETATION: [ ] YES [×] NO WSWT INDICATOR: [ ] YES [×] NO DEPTH: N/A INCHES

SOIL TEXTURE/LOADING RATE FOR SYSTEM SIZING: 0.80 (SAND) DEPTH OF EXCAVATION: N/A INCHES
DRAINFIELD CONFIGURATION: [×] TRENCH [ ] BED [ ] OTHER (SPECIFY) _____
REMARKS/ADDITIONAL CRITERIA: NO CONTEMPORARY REDOX FEATURES

SITE EVALUATED BY: JOHN C. KATSANTONIS CEHP# 23-1058 DATE: 6/1/25

# AUTHORIZATION LETTER
(Please print)

I TOWN OF HOWEY IN THE HILLS give
(owner of property)

authorization to JK ENVIRONMENTAL SERVICES LLC
(name of agent)
to act on my behalf in all aspects of an application for an Onsite Sewage Treatment & Disposal System .

(OSTDS) for lot N/A Block N/A Unit N/A
Subdivision METES & BOUNDS
Section 23 Township 20 Range 25
Alternate Key # 3946511

Metes & Bounds (Please attach legal description)

Signature of Owner

1/9/2025
Date

If any questions please call (352) 253-6130. This form can be Faxed to (352) 253-6133 or, mailed or hand delivered to:

Lake County Environmental Health
315 W. Main Street
P.O. Box 1305
Tavares, FL 32778

Authorization 10/2005

REVISED 05/14/2007

EHShare/OSTDS Forms/Authorization Letter 2007

# Lake County Health Department
## Septic System Permit Application Addendum

*Any features marked "Yes" below must be indicated on the site plan. Failure to indicate such features will cause your application to be delayed. For "new" or "existing evaluations" the site plan MUST be to scale. All site plans must show all property dimensions.*

1. Are there any public wells within 200' of your property line? Yes__ No✓
2. Are there any EXISTING OR PROPOSED wells on your property? Yes✓ No__
3. Are there any neighboring wells within 75' of your property line? Yes__ No✓
4. Are there any EXISTING OR PROPOSED septic systems on your property? Yes✓ No__
5. Are there any existing NEIGHBORING septic systems within 75' of your property? Yes__ No✓
6. Are there bodies of water on or within 100' of your property line? Included are any lakes, streams, canals or standing water bodies. Yes__ No✓
7. Are there any drainage features on or within 100' of your property? Included are any ditches, swales or water retention areas. Yes✓ No__
8. Are there any easements or right-of-ways that are on or abut your property? Yes✓ No__
9. Are there any EXISTING OR PROPOSED driveways, sidewalks, pools or other impervious areas on your property? Yes✓ No__
10. Is there any slope on your property? Yes✓ No__
    What is the slope? 1-3 % (eg 1' fall in 100' is 1% slope)
11. Is the property served by public water? If so, mark the location of the water meter and service line into the house. Yes✓ No__ (PUBLIC WELL)

# PROPERTY RECORD CARD

## General Information

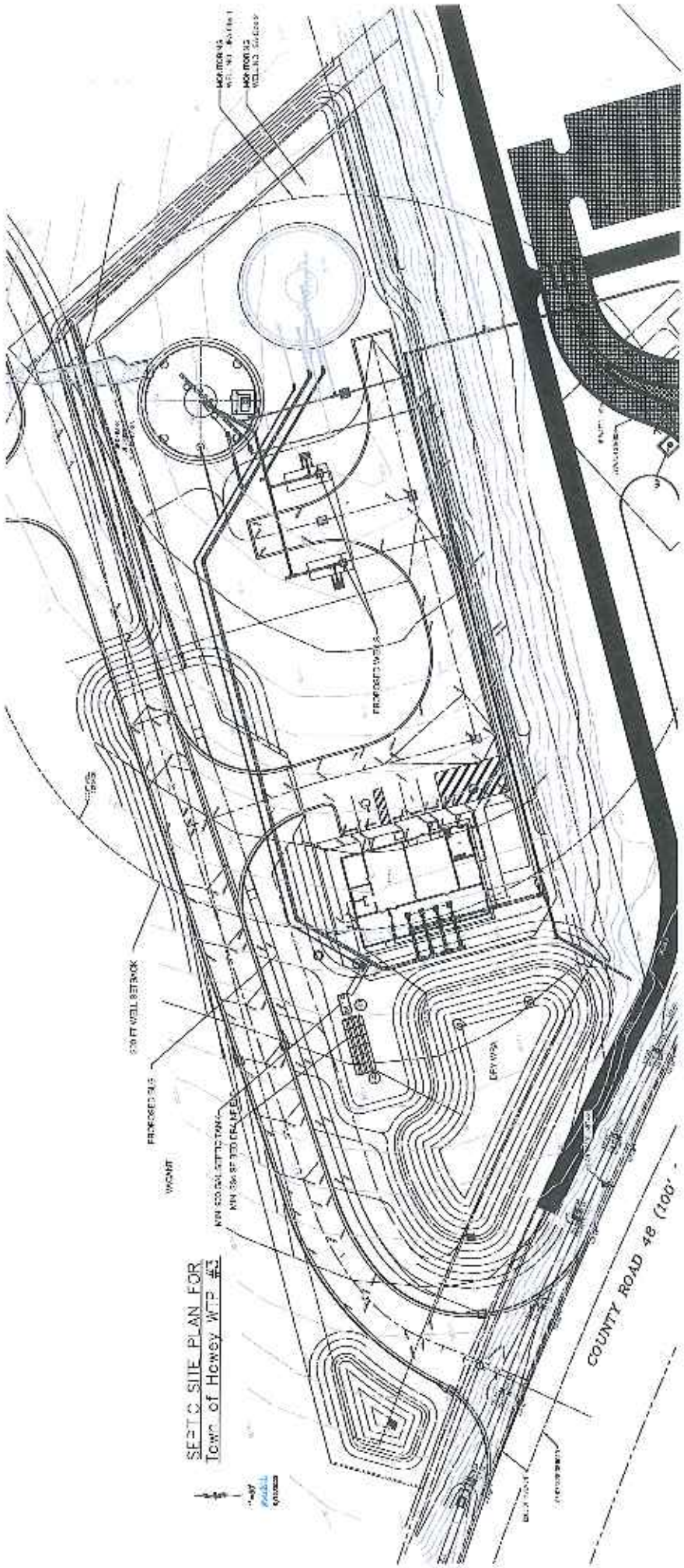
| | | | |
|---|---|---|---|
| **Name:** | TOWN OF HOWEY IN THE HILLS | **Alternate Key:** | 3946511 |
| **Mailing Address:** | PO BOX 128 HOWEY IN THE HILLS, FL 34737-0128 *Update Mailing Address* | **Parcel Number:** | 23-20-25-0004-000-01400 |
| | | **Millage Group and City:** | 000H Howey in the Hills |
| | | **2024 Total Certified Millage Rate:** | 20.5764 |
| | | **Trash/Recycling/Water/Info:** | *My Public Services Map* |
| **Property Location:** | COUNTY ROAD 48 HOWEY IN THE HILLS FL, 34737 | **Property Name:** | -- *Submit Property Name* |
| | | **School Information:** | *School Locator & Bus Stop Map* *School Boundary Maps* |

**Property Description:** FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 23 TOWNSHIP 20 SOUTH RANGE 25 EAST RUN NORTH 00-53-14 EAST 1171.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5679.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 69-35-43 EAST 1186.12 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTHERLY RIGHT OF WAY LINE 1188.29 FEET, SOUTH 75-35-20 EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 1460.31 FEET TO A OINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72-35-58 EAST 223.25 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE 223.33 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 15-36-38 EAST 52.62 FEET, NORTH 75-08-12 EAST 258.80 FEET, NORTH 75-51-45 EAST 298.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 133.42 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62-15-27 EAST 62.77 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 63.36 FEET, THENCE SOUTH 41-20-52 EAST 270.88 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 19, THENCE SOUTH 75-06-54 WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 531.94 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 48 AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2341.83 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66-12-04 WEST 299.49 FEET, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID NORTHERLY RIGHT OF WAY LINE 299.69 FEET TO THE POINT OF BEGINNING ORB 6068 PG 2222

**NOTE:** This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

## Land Data

| Line | Land Use | Frontage | Depth | Notes | No. Units | Type | Class Value | Land Value |
|---|---|---|---|---|---|---|---|---|


SEPTIC SITE PLAN FOR
Town of Honey WTP #3
COUNTY ROAD 48 (100' -

# ADDENDUM NO. 4

**DATE:** August 7, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

**Attachments:**

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4**

NAME OF BIDDER RCM Utilities, LLC

SIGNATURE _____

TITLE Vice President DATE 08/12/2025

# SECTION 00100
# INSTRUCTION TO BIDDERS

## PART 1 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1.01 The Bidder is required to carefully examine the sites of the work and the Plans and other Contract Documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and materials to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Plans and other Contract Documents.

1.02 Each Bidder must inform himself fully of the conditions related to construction and labor under which the work will be performed, will have inspected the site of the work, and will have read and be thoroughly familiar with the plans, specifications, and other Contract Documents. Failure to do so will not relieve the successful Bidder of his obligations to furnish all labor, material, and equipment necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid. There is no expressed or implied agreement that the character of the materials have been correctly indicated and Bidders should consider the possibility that conditions affecting the work to be done may differ from those indicated.

1.03 Any estimate(s) of quantities of work or materials shown on the Plans or in the Specifications, or based on borings, test excavations, and other subsurface investigations or otherwise are in no way warranted to indicate the true quantities or distribution of quantities or character and quality of materials involved. The CONTRACTOR agrees that he will make no claims against the OWNER if the actual character, quality, quantity or quantities of such work or materials do not conform to the estimated character, quality, quantity, or quantities.

1.04 It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the owner, and that the quantities submitted by the contractor in the Schedule of Unit Prices are for purposes of bid comparison and establishing the lump sum cost of the project. Should said quantities increase or decrease from those established by the Schedule of Unit Prices schedule, as a result of changes to the contract, Contractor agrees to accept as compensation for said item, the unit prices listed on the Schedule of Unit Prices.

1.05 CONTRACTOR understands that the quantities may be increased or diminished as provided in the General Conditions without, in any way, invalidating any of the unit or lump sum prices bid. OWNER reserves the right to submit Change Orders increasing or decreasing the bid quantities for any item without affecting the unit price for that item, by an amount not to exceed fifty percent (50%).

## PART 2 – ADDENDA AND INTERPRETATIONS

2.01 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretations should be in ***WRITING*** addressed to Morgan Cates, Public Services Director, Town of Howey-in-the-Hills 316 West Central Avenue, Howey-in-the-Hills, Florida 34737 e-mail: mcates@howey.org with copy to Troy Mitchell, P.E., Project Engineer, addressed Halff Associates, Inc., 902 North Sinclair Avenue, Tavares, Florida 32778 email troy.mitchell@halff.com. Requests must be received **at least seven working days prior to the date fixed for the opening of bids.** Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be uploaded to DemandStar for all prospective Bidders, **not later than two days prior to the date fixed for the opening of bids.** Any addenda or interpretation requested by the Bidder to be express mailed, will only be done at the

Bidder's expense. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## PART 3 – PREPARATION OF BIDS

3.01 Bids must be submitted on the attached Bid Form. All applicable blank spaces to the project being id in the Proposal and Bid Form must be filled in legibly and correctly in ink. The Bidder shall specify the quantity and price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of work as well as the Total Price for the entire work under the Contract. Each bid must be submitted in a sealed opaque envelope bearing on the outside, the name of the Bidders, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Schedule of Unit prices. Bids shall be on a lump sum basis. In addition to the lump sum amount, the Town will also consider the experience of the firms submitting bids in completing similar projects.

3.02 All Bidders who will perform work will submit, with their bids, proof of adequate insurance coverage and copy of current license.

3.03 All prospective Bidders are advised that this project is subject to the Florida Sale Tax. Bidders shall include in their bids any sales or use taxes which they are required by law to pay.

3.04 The Bidder shall include with his bid, a list of similar, successfully completed project which include, at a minimum, the following information: Name of Job, Brief Description of Work, Total Dollar Amount of Work, Owner's Information (including contact name, title, address and phone number), Design Engineer's Information (including contact name, title, address and phone number).

## PART 4 – BID SECURITY

4.01 Unless otherwise specified, each bid must be accompanied by a deposit of not less than five percent of the Bidder's maximum bid price. The deposit shall consist of a certified check, cashier's check or bid bond payable to the OWNER. Bid bond much be with a surety company listed by the U.S. Treasure Department as approved for writing bonds in an amount not less than the bid bond submitted and authorized to transact business in Florida. Within ten (10) calendar days after the formal opening of bids, checks or bid bonds will be returned except those deposited by the lowest formal Bidder. The bid security of the successful Bidder will be returned to him without interest when the Contract has been approved and executed.

4.02 Should the successful Bidder fail or refuse to execute the bond and the Contract required within ten (10) calendar days after he has received notice of award of this bid, he shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

## PART 5 – RECEIPT AND OPENING OF BIDS

5.01 The OWNER may waive any informalities or reject any and all bids.

5.02 Attention is called to the fact that Bidders not only offer to assume the obligations and liabilities imposed upon the Contract in the form of Contract, but expressly make certain of the representations and warranties made therein. No effort is made to emphasize any particular provision of the Contract, but Bidders must familiarize themselves with every provision and its effect.

5.03 Bids will be considered irregular and may be rejected if they show omission, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind.

5.04 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:

A. Submission of more than on bid for the same work by an individual, partnership, or corporation under the same or different names.

B. Evidence of collusion among Bidders.

C. Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items.

D. Lack of competency of Bidder (the Contract will be awarded only to a Bidder rated by the ENGINEER as capable of performing the work as specified, the ENGINEER may declare any Bidder ineligible at any time during the process of receiving proposals or awarding the Contract where developments arise which, in the opinion of the ENGINEER, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the ENGINEER to present additional evidence before final action is taken).

E. Lack of responsibility as shown by past work judged from the standpoints of workmanship, progress, compliance with requirements of Contract Documents or other appropriate concern.

**5.05 Following the bid opening, the low bidder shall be required to submit to the Town an electronic copy of a complete Schedule of Unit Prices for the entire project, to be reviewed and approved by the Town. Failure to submit the required Schedule of Unit Prices within 48 hours shall be cause for rejection of the bid.**

## PART 6 – ACCEPTANCE OF BID AND AWARD OF CONTRACT

6.01 The correct summation of the correct products, obtained by multiplying the quantities submitted by the Contractor on the Schedule of Unit Prices by the unit bid prices entered therein, together with lump sum prices, if any, will be considered as the Total Bid Price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.

6.02 If the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds, then estimated by the OWNER as available to finance the Contract, the Contract will be awarded on the base bid only. If such bid exceeds such amount, the OWNER may reject all bids or may negotiate the Contract with the Bidder with the lowest bid so as to produce a net amount which is within the available funds.

6.03 An award of the Contract will not be made until the necessary investigations of the responsibility of the low Bidders has been made. Unless all bids are rejects, the Contract will be awarded to the lowest and best responsible qualified Bidder whose bid appears to be in the best interest of the OWNER. Such award will be made, or all bids rejected, within one hundred twenty (120) calendar days after the opening of bids.

6.04 When the Contract has been executed on the part of the OWNER, it shall be forwarded to the CONTRACTOR together with a notice from the ENGINEER to commence work. The notice to proceed will include the time for completion.

6.05 Contractor agrees to begin work within thirty (30) calendar days from date of written Notice to Proceed.

## PART 7 – SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

7.01 Simultaneously with his delivery of the executed Contract, the successful Bidder will be required to deliver to the OWNER, an executed performance and payment bond in the amount of 110% of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on standard forms, and having as surety a company authorized to do business in Florida, and which is listed by the U.S. Treasure Department as approved for writing bonds in the amount not less than 110% of the Contract price.

## PART 8 – LAWS AND REGULATIONS

8.01 The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

## PART 9 – WARRANTY

9.01 The Contractor warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The Contractor will provide the Owner with all warranties pursuant to the terms of the general conditions. In the event the Contractor must return to perform warranty work, the Contractor must thereafter provide for an extended warranty period of at least six (6) months for parts, materials, or workmanship replaced of the equivalent of a new replacement part warranty, whichever is greater. Prior to issuance of final payment, the Contractor shall submit to the owner a Maintenance Bond for one (1) year valued at 10% of the Contract total.

## PART 10 – APPLICATION FOR PROGRESS PAYMENT

10.01 Applications for Payment shall be as outlined in the Contract Documents submitted less than five percent (5%) retainage.

## PART 11 – TIME OF COMPLETION

11.01 The work shall be completed as outlined in the Agreement.

## PART 12 – FLORIDA TRENCH SAFETY ACT

12.01 The Bidder's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA Standards 29CFR 1926.650 Subpart P, as the state's trench excavation safety standards. The Bidder shall list separately in the Proposal the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Bidder shall determine if special showing requirements are needed. Special shoring shall be identified and priced on a square footage basis in the proposal. The successful Bidder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

END OF SECTION

# EJCDC
# SECTION 00500
# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ 20_____ by and between _____ (hereinafter called Owner) and _____ (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## PART 1 – WORK

1.01 Contractor shall complete all Work specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Work generally includes the furnishing of all labor, materials, and equipment for the construction of a new water treatment facility consisting of two (2) 1,500 gpm raw water wells, chlorine gas disinfection system, three (3) 1,000 gpm high service pumps, one (1) 600 gpm jockey high service pump, one (1) 0.6 mg ground storage tank with 3,000 gpm cascade tray aerator, one (1) pump/control/electrical building, electrical, I&C and SCADA systems and one (1) 400 KW diesel auxiliary generator.

## PART 2 – ENGINEER

2.01 Engineer:

Halff Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778

2.02 Engineer is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## PART 3 – CONTRACT TIMES

3.01 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the following dates:

A. Substantial Completion – 330 calendar days after issuance of the Notice to Proceed

B. Final Completion – 35 calendar days after the substantial completion date for a total contract time of 365 days.

3.02 Liquidated Damages:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 12 of General Conditions. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring an such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty)

Contractor shall pay Owner **a sum equal to the (contract sum * 10%)/365** for each day that expires after the time specified in paragraph 3.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.01 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **One Thousand** dollars (**$1,000**) for each day that expires after the time specified in paragraph 3.01 for completion and readiness for final payment.

## PART 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

A. TOTAL OF ALL UNIT PRICES:

1. _____ (use words)
2. $_____ (dollars)

4.02 As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

## PART 5 – PAYMENT PROCEDURES

5.01 Contractor shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by Engineer as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statute 218.735 covering timely payment for purchases of construction services.

5.02 Progress Payments; Retainage: Owner shall made progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the _____ day of each month during construction as provided in paragraphs A and B below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price, based on the number of units completed) or, in the event there is no schedule of value, as provided in the General Requirements.

A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

1. _____% of Work completed (with the balance being retainage)
2. _____% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

B. Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to _____% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.03 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

## PART 6 – INTEREST

6.01 All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## PART 7 – CONTRACTOR'S REPRESENTATIVE

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and other related data identified in the Bidding Documents including "technical data".

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies, and data with the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to contractor, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## PART 8 – CONTRACT DOCUMENTS

8.01 The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

A. This Agreement (pages 1 to 5, inclusive)

B. Exhibits to this Agreement (pages N/A to ____, inclusive)

C. Performance, Payment, and other Bonds

D. Notice to Proceed

E. General Conditions (pages 1 to 68, inclusive)

F. Supplementary Conditions (pages 1 to 15, inclusive)

G. Specifications bearing the title Town of Howey-in-the-Hills Water Treatment Plant No. 3 and consisting of 16 divisions, as listed in the Table of Contents thereof.

H. Drawings consisting of _____ sheets with each sheet bearing the following general title: Town of Howey-in-the-Hills Water Treatment Plant No. 3.

I. Addenda numbers ____ to ____, inclusive.

J. Contractor's Bid (pages 00300, 1 - 8, inclusive)

K. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive)

L. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

1. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 or the General Conditions.

8.02 The documents listed in paragraphs 8.2 et seq. above area attached to this Agreement (except ad expressly noted otherwise above).

8.03 There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

## PART 9 – MISCELLANEOUS

9.01 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Condition.

9.02 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor form any duty or responsibility under the Contract Documents.

9.03 Owner and Contractor each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.04 Any provision or part of the contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing he intention of the stricken provision.

9.05 OTHER PROVISIONS.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Owner, Contractor, Owner's Engineer, and Owner's Attorney. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20_____. (which is the Effective Date of the Agreement).

| OWNER: | CONTRACTOR: |
|---|---|
| BY: _____ | BY: _____ |
| | Title and Corporate Seal |
| Attest: _____ | Attest: _____ |
| Address for giving notices:<br>Town of Howey-in-the-Hills<br>101 North Palm Avenue<br>Howey-in-the-Hills, Florida 34737 | Address for giving notices:<br>Address |

END OF SECTION

# SECTION 00800
# SUPPLEMENTARY GENERAL CONDITIONS

## 1. APPLICABILITY

1.1 The Supplementary General Conditions are intended to be complimentary to the General Conditions. They are intended to outline additional details and further explain the General Conditions. Should a conflict or discrepancy arise between the General Conditions and the Supplementary General Conditions, the Supplementary General Conditions shall govern.

## 2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

2.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

## 3. CONTRACTOR'S UNDERSTANDING

3.1 If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the CONTRACTOR, it shall be his duty to immediately inform the ENGINEER, in writing, and the ENGINEER shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the CONTRACTOR'S risk.

## 4. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

4.1 Prior to the completion of the work by the CONTRACTOR and the acceptance thereof by the OWNER, the work shall remain at the risk of the CONTRACTOR and said CONTRACTOR shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the CONTRACTOR shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the CONTRACTOR, the CONTRACTOR shall not be entitled to the extension of time mentioned in the said paragraph.

4.2 Anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

## 5. STAKING/SURVEY REQUIREMENTS

5.1 The **CONTRACTOR** shall provide all construction staking required to construct the project.

5.2 **All survey work for the project shall be under the direct and active supervision of a Professional Surveyor and Mapper licensed pursuant to Chapter 472, F.S.**

5.3 AS-BUILTS

Per Paragraph 20 of these Supplemental Conditions.

## 6. TESTING

6.1 Construction testing shall be performed by an independent laboratory and shall be in accordance with the Construction Specifications included herein.

6.2 **The selection of the testing laboratory and the costs of the testing shall be the responsibility of the CONTRACTOR.** Any tests which fail to meet the minimum values specified shall be paid for by the CONTRACTOR. Any additional tests required by the ENGINEER, other than those specified as a minimum, shall be paid for by the OWNER.

6.3 The scheduling of the tests with the testing laboratory shall be the responsibility of the CONTRACTOR. Each unit of work shall be tested and approved by the ENGINEER prior to starting another unit of work. No work shall be done nor materials used without suitable supervision or inspection by the ENGINEER.

## 7. PRESERVATION OF PROPERTY, RESPONSIBILITY FOR DAMAGE

7.1 The CONTRACTOR shall preserve from damage all property along the line of work, or which is in the vicinity of or is in anyway affected by the work, the removal or destruction of which is not called for by the plans. This applies to private property, public utilities, trees, shrubs, crops, signs, monuments, fences, pipe and underground structures, public highways (except natural wear and tear of highways resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR and at his own expense, or it shall be charged against any moneys due.

7.2 CONTRACTOR shall be responsible for maintenance of the project during construction and shall bear all risk of loss for damage to the project by any cause whatsoever during the term of construction.

7.3 In case of failure on the part of the CONTRACTOR to restore such property, road or street, or make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the CONTRACTOR under the contract.

## 8. PARTIAL PAYMENT

8.1 The CONTRACTOR will receive partial payments on monthly estimates based on the amount of work done and accepted by the ENGINEER. The partial payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the final estimate and payment.

8.2 The CONTRACTOR shall prepare and submit to the ENGINEER for approval an estimate covering the total quantities under each item of work that has been completed from the start of the job up to and including the last day of the payment period, and the value of the work so completed determined in accordance with the schedule of unit prices for such items, together with supporting evidence as may be required by the OWNER and/or ENGINEER. This estimate shall also include an allowance for the cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. This allowance shall be a maximum of 50% of supplier's invoice.

8.3 **All requests for partial payment shall be submitted to the ENGINEER by the last normal work day of each month. Requests received after this date shall be deferred to the following month. Payment shall be made to the CONTRACTOR within 30 days of receipt of a complete and valid request for partial payment.**

8.4 The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the contract unit prices, less an amount retained and less payments previously made. The amount retained shall be 10% of the amount due until final acceptance.

8.5 The OWNER shall require, as a condition precedent to making any payment, that the CONTRACTOR provide a Contractor's Affidavit and partial or complete Release of Lien, on forms approved by the OWNER. The Contractor's Affidavit shall state that all indebtedness incurred by the CONTRACTOR for labor, equipment, materials and services has been paid by the CONTRACTOR, and for all payments subsequent to the first payment hereunder, as evidence of such payment, CONTRACTOR may be required by OWNER to provide the OWNER with Mechanic's Lien Release or Waivers of Lien from all subcontractors, suppliers of materialmen.

## 9. FINAL PAYMENT

9.1 When final acceptance has been made by the OWNER, the ENGINEER will then review the amount of final request for payment and certify the amount of this approval. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under provisions of the contract, will be paid to the CONTRACTOR within 30 days after the final estimate has been approved by the ENGINEER, provided that the following requirements have been met:

9.1.1 The CONTRACTOR has agreed in writing to accept the balance due, as determined by the ENGINEER, as full settlement of his account under the contract, and of all claims in connection therewith.

9.1.2 The CONTRACTOR has furnished affidavits to the effect that all bills are paid and no suits are pending in connection with work done under the contract, and the CONTRACTOR has otherwise fully complied with the provisions of the Florida Lien Law.

9.1.3 All test results, etc., have been received by the ENGINEER.

9.1.4 Any inspections, etc., required by the local governmental entities having jurisdiction have been made.

9.2 The Contract will be considered complete when all work has been finished, the final inspection certified by the ENGINEER, and the project finally accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

## 10. FAILURE TO COMPLETE WORK ON TIME

10.1 Time is of the essence in this Contract but it will be difficult or impossible to ascertain the exact amount of loss which the OWNER will suffer by reason of delays in the completion of the work. It is, therefore, agreed that for each calendar day that any part of the work remains uncompleted after the expiration of the time stipulated for completion of the entire work, or for a portion of the work for which a time of completion is stipulated, with such extensions of time, if any, as may have been recommended by the ENGINEER and approved by the OWNER, the amount or amounts of money stated in these Supplementary General Conditions shall be deducted as liquidated damages from any money due the CONTRACTOR, or if no money is due the CONTRACTOR, the OWNER shall have the right to recover said amount or amounts from the CONTRACTOR, from the Surety, or from both. This deduction is not a penalty but constitutes liquidated damages for the loss to the OWNER because of the increase in expenses for administration, engineering, supervision and inspection, and loss of revenue resulting from the delay.

10.2 The CONTRACTOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in this work, or for its non-performance.

10.3 Nothing in this Article shall be construed as limiting the right of the OWNER to annul the Contract,

to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of this Contract as set forth and provided for in the Contract Documents.

## 11. TIME OF COMPLETION

11.1 All work shall be completed as outlined in the Agreement.

## 12. LIQUIDATED DAMAGES:

12.1 The amount of liquidated damages to be assessed shall be **a sum equal to the (contract sum * 10%)/365** per calendar day for failure to complete the contract as outlined in the Contract Documents.

12.2 It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract of the work to be done here under are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

12.3 The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time set forth in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

12.4 If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day including Sundays and Holidays that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

12.5 The said amount is fixed and agreed upon by and between the CONTRACTOR and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates or in the final Change Order.

12.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

12.6.1 To any preference, priority or allocation order duly issued by the Government.

12.6.2 To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, and;

12.6.3 To any delays of Subcontractor or suppliers occasioned by any of the causes specified in

subsection (1) and (2) of this article: Provided, further, that the CONTRACTOR shall, notify the OWNER, in writing, of the causes of the delay. The OWNER shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

12.7 If the CONTRACTOR finds that he will be unable to complete the work under this Contract within the time period set forth in the Proposal plus any time extensions allowed due to the above causes, he may submit a formal written request to the OWNER through the ENGINEER for a time extension for causes other than those specified heretofore. Such formal request must be submitted by Friday 12:00 (noon) for any cause that has occurred within the previous seven (7) calendar days, and be accompanied by an up-to-date report of construction status, a revised, detailed construction schedule and any further documentation which the OWNER may require or which the CONTRACTOR may consider pertinent and favorable to his request. The OWNER will consider said request and will either allow or reject same, in writing within a reasonable period of time. Should a time extension be allowed, a change order will be prepared by the ENGINEER amending the terms of the Contract accordingly. If rejected, no further action will be taken and the Contract will remain unchanged.

12.8 In addition to such liquidated damages, the CONTRACTOR and/or his Surety shall be liable for the amount thereof, from Contract completion date until actual final completion, for all expenses for resident supervision and also for engineering supervision furnished by the OWNER and/or the ENGINEER plus 50 per cent thereof for overhead. These expenses shall be deducted by the OWNER from money due the CONTRACTOR.

12.9 The date upon which the assessment of liquidated damages as provided herein shall cease shall be the date of Substantial Completion which shall be as certified by the ENGINEER. For purposes of determining the amount of the expenses described above, the date of actual final completion of the Contract shall be determined by the ENGINEER and shall be the date after which no additional work on the project would be necessary to produce a project completely in accordance with the requirements of the Contract Documents and completely acceptable to the ENGINEER.

## 13. INSURANCE REQUIREMENTS

13.1 PERFORMANCE AND OTHER BONDS: (Delete in its entirety and substitute the following:

CONTRACTOR shall furnish performance and payment bonds, each in an amount equal to one-hundred (100%) percent of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due. Except as otherwise provided by Law or Regulation or by the Contract Documents CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

13.4 CONTRACTOR'S LIABILITY INSURANCE (Add the following)

13.4.1 The limits of liability for the insurance required by Paragraph 13.4 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations.:

| | | |
|---|---|---|
| 13.4.1 and 13.4.2 | Worker's Compensation, etc. under Paragraphs 13.4.1 and 13.4.2 of the General Conditions: | |
| | (1) State | Statutory |
| | (2) Applicable Federal | Statutory |
| | (3) Employer's Liability | $100,000 Each Occurrence |

| | | |
|---|---|---|
| 13.4.3, 13.4.4, and 13.4.5 | Comprehensive General Liability (under Paragraphs 5.4.3 through 5.4.5 of the General Conditions): | |
| | (1) Bodily Injury (Including completed operations and product liability): | $1,000,000 Each Occurrence<br>$1,000,000 Annual Aggregate |
| | Property Damage: | $1,000,000 Each Occurrence<br>$1,000,000 Annual Aggregate or a combined single limit of $2,000,000 |
| | (2) Property Damage Liability Insurance including Explosions, Collapse, and Underground coverages where applicable | Combined Single Limit each occurrence & in Annual Aggregate $1,000,000 |
| | (3) Personal Injury, with employment exclusion deleted | Combined Single Limit each occurrence & Annual Aggregate $1,000,000 |
| | Comprehensive Automobile Liability: | |
| | Bodily Injury: | $100,000 Each Person<br>$300,000 Each Occurrence |
| | Property Damage: | $100,000 Each Occurrence or combined single limit of $300,000 |

13.6 The Contractor shall purchase and maintain until final payment property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by laws and regulations). This insurance shall include the interests of the Owner, the Contractor, Subcontractors, the Engineer, and the Engineer's consultants in the work (all of whom shall be listed as insured of additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance, the Contract shall purchase and maintain similar property insurance on portions of the work that are to be included in an application for payment. The policies of insurance required to be purchased and maintained by the Contractor in accordance with this paragraph 5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions.

13.7 The Contractor shall provide to the Owner within thirty (30) days after the effective date of the agreement, copies of all insurance policies entered into by the Contractor to achieve compliance with the insurance requirements of these contract documents. Should any policy expire with the contract time, or any extension thereof, the Contractor shall provide to the Owner not later than thirty (30) days prior to the expiration date of such policy, a copy of an acceptable replacement policy providing the types and limits of coverage not less than

that provided by the expiring policy.

13.8 TO BE DELETED from the General Conditions

13.9 TO BE DELETED from the General Conditions

## 14 COORDINATION OF UTILITY SERVICE

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the CONTRACTOR. The CONTRACTOR shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation will be paid to the CONTRACTOR. If, in the judgement of the ENGINEER, it is impossible to construct a given improvement in the location shown on the drawings, as a result of underground utility or utilities, either the utility owner will move the existing underground utility, or an appropriate Change Order will be executed for the moving by the CONTRACTOR.

14.8.1 Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, Florida 34737

14.8.2 Duke Energy
452 East Crown Point Rd
Winter Garden, Florida 34787

14.8.3 Comcast
8130 CR 44 Leg A
Leesburg, Florida 34788

14.1.4 CenturyLink - LUMEN
33 North Main Street
Winter Garden, Florida 34787

14.1.5 TECO Peoples Gas
1724 Kurt Street
Eustis, Florida 32726

14.1.6 OpticalTel
1360 South Dixie Highway
Coral Gables, Florida 33146

14.1.7 Summit Broadband
4558 35th Street
Orlando, Florida 32811

14.1.8 Uniti Fiber
805 Executive Center Drive W.
St. Petersburg, Florida 33702

14.1.9 Lake County
320 West Main Street
Tavares, Florida 32778

14.9 Prior to initiating any construction work on this project, the CONTRACTOR shall arrange a meeting with representatives of public and private utilities to coordinate and schedule the provision of temporary utility service required during construction and the permanent installation and connection of utilities for the completed construction project.

14.10 The CONTRACTOR shall at all times conduct his operation so as to interfere as little as possible with the existing facilities. The CONTRACTOR shall develop a program in cooperation with the ENGINEER and interested utility officials which shall provide for the construction of, and putting into service the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing facilities shall be planned so as not to interfere with the existing facility.

14.11 The CONTRACTOR shall maintain uninterrupted service at all service connections. The manner in which this is accomplished shall be left to the discretion of the CONTRACTOR, subject to the approval of the ENGINEER.

14.12 The public and private utilities including water, gas, storm drain and sewer lines, electrical conduit, power lines, cables and appurtenant plant and facilities, are and must be kept in continuous operation, and all work hereunder must be so conducted as to avoid interference with or interruption in the operation of same, and shall be started and completed in the shortest practicable time, in order that these additional contemplated facilities may be available for use without delay. All work hereunder must be so conducted so as to avoid unreasonable interference or interruption in travel of streets, alleys, or individual access ways. In order to secure these results, the order of procedure and methods of conducting work shall at all times be subject to the approval of the ENGINEER without in any way relieving the CONTRACTOR of responsibility for same.

14.13 It is to be particularly understood that continuity of utility services, noninterference with operation or other construction, and minimum interference with normal travel, and safety of all utility plants and equipment personnel, as well as the safety and well-being of the general public, shall be given prime consideration, and that the decisions of the ENGINEER shall be followed in all matters relating thereto. The CONTRACTOR shall maintain uninterrupted service at all service connections. Should the CONTRACTOR fail to observe such requirements or to provide the necessary and proper safeguards against accidents or damage, the OWNER shall, upon the advice of the ENGINEER and without further notice, have the right to provide same or repair the damage and deduct the cost of same from the Contract, or to suspend work under this contract until such deficiencies are satisfactorily remedied, or to cancel Contract and complete same with his own forces as he may deem advisable, at the CONTRACTOR'S expense.

## 15 INDEMNIFICATION

15.8 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of the use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. For ten dollars ($10.00) acknowledged to be included and paid for in the Contract Price and other good and valuable consideration, the CONTRACTOR agrees to indemnify and hold harmless the OWNER, the ENGINEER, and their agents, and employees in accordance with the provisions of this paragraph.

15.9 In any and all claims against OWNER or ENGINEER or any of their agents or employees by any employee of CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

## 16 AUTHORITY AND DUTIES OF INSPECTOR

16.8 The ENGINEER shall appoint such Inspectors as are necessary to pass upon the amount, quality and character of the materials to be supplied and to supervise the execution of the work contemplated under this Contract.

16.9 Inspectors employed by the OWNER shall also be authorized to inspect all work done and all materials furnished. Such inspection may extend to any or all parts of the work and to the preparation, fabrication or manufacture of the materials to be used.

16.10 An Inspector is not authorized to revoke, alter or waive any requirements of the Specifications. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER.

16.11 If the CONTRACTOR refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work. After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be accepted nor paid for.

16.12 The Inspector shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR in no wise shall be construed as binding to the ENGINEER in any way, or releasing the CONTRACTOR from fulfilling all the terms of the Contract.

16.13 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR shall constitute a violation of this Contract.

## 17 SALVAGED EQUIPMENT AND MATERIALS

17.8 All salvaged materials and equipment are the property of the OWNER and shall be stored by the CONTRACTOR at his expense as directed by the ENGINEER except as otherwise provided in these specifications. The CONTRACTOR shall remove and clean all reusable items of materials and/or equipment removed from existing structures that are to be demolished or abandoned in the course of the work.

## 18 SAFETY REGULATIONS

18.8 In addition to the requirements of the General Conditions section of these specifications, the CONTRACTOR'S attention is specifically directed to the published regulations of the Florida Department of Commerce on the "Use of Cranes, Draglines and similar Equipment Near Power Lines", "Excavations and Trenching Operations", and "Construction and Use of Scaffolds", and similar regulations of that Department.

18.9 The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.

18.10 The CONTRACTOR shall comply with all OSHA (Occupational Safety and Health Administration) requirements.

18.11 The CONTRACTOR is required to be familiar with all Federal and State safety rules and regulations. It shall be the sole responsibility of the CONTRACTOR to adhere to and enforce all such safety rules and regulations. The OWNER shall be held harmless to any citations, fines, or suits of law, that may result as a breach of safety rules and regulations by the CONTRACTOR or any and all Subcontractors of the CONTRACTOR.

## 19 PUBLIC SAFETY AND CONVENIENCE

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and

to insure the protection of persons and property, in a manner satisfactory to the ENGINEER. No road or street shall be closed to the public, except with the permission of the ENGINEER and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

## 20 RECORD DATA AND AS-BUILTS

20.8 The CONTRACTOR shall maintain during the progress of the project, accurate records of the location, length and elevation of all buildings, structures, equipment, pipe lines and piping installed. In areas where the Contractor is responsible for construction staking and as-builts, the contractor shall promptly, after completion of that portion of the work deliver to the ENGINEER or OWNER record drawings with accurate notations recorded thereon. Final Project As-Built Drawings shall be signed and sealed by a Professional Surveyor & Mapper registered in the State of Florida. The CONTRACTOR will be held responsible for accuracy of such data and shall bear any cost incurred in finding utilities as a result of incorrect data furnished on the as-built drawings supplied by the Contractor. As-Built Drawings are considered an integral part of the work. Therefore, delivery of three (3) sets of final signed and sealed As-Built Drawings, as well as a DVD containing electronic copies shall be required prior to final payment.

## 21 BARRICADES, WARNING AND DETOUR SIGNS

21.8 The CONTRACTOR shall, in accordance with the requirements of the Florida Department of Transportation's Manual on Traffic Control & Safe Practices, provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of flagmen and watchmen, and take all necessary precautions for the protection of the work and the safety of the public. Streets or highways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The CONTRACTOR shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portion or portions of the work so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset until sunrise. Barricades shall be well built and so designed as not to be blown over by the wind.

21.9 Roadways, parkways and other existing work, including sodded or grassed areas, damaged by the CONTRACTOR'S operations shall be repaired at the CONTRACTOR'S expense and left in condition as good as existed before the work was commenced.

## 22 WORK WITHIN ROAD RIGHTS-OF-WAY

22.8 The CONTRACTOR shall notify the Department of Transportation (D.O.T.), City government or County government, as applicable, at least 24 hours prior to commencing work within the road right-of-way.

22.9 Permits for all work within the right-of-way will be obtained by the OWNER. The CONTRACTOR shall, however, verify the existence of the permit before commencing work within this area.

22.10 All work related to highway crossings and within highway right-of-way shall be in full compliance with the terms of the permit and in accordance with the requirements of the governing authority.

22.11 In event of conflict between the requirements of these Specifications and details and those of the governing authority, the requirements of said governing authority shall govern. This precedence shall be applicable only when right-of-way belonging to the State of Florida, City or County, is involved. In all other cases the more stringent requirements shall govern.

22.12 The costs of any and all items of work required by the governing authority, payment for which is

not specifically provided by bid items in the Proposal, shall be included in the prices of bid items to which said items of work are related, incidental, or appurtenant. No additional compensation shall be allowed therefor.

## 23 RIGHT TO WORK AND TERMINATION DUE TO WORK STOPPAGE

23.8 The Owner strongly believes in the "right to work" and expressly reserves the right to terminate the Agreement or suspend the work upon 24 hours notice upon the occurrence of any work stoppage or "picketing" of the job resulting from the action of any organized labor group. This stipulation shall be contained in any and all subcontracts entered into for any portions of the work. No additional compensation shall be a allowed if so terminated or suspended.

## 24 DISPUTE RESOLUTION

24.8 The venue for the enforcement, construction or interpretation of this agreement shall be the court system of the Fifth Judicial Circuit, depending on the jurisdictional limits, and all parties do hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with this agreement, or its duties, obligations, or responsibilities or rights hereunder.

24.9 The prevailing party in any litigation arising out of the enforcement, construction or interpretation of this agreement shall be entitled to recover from the losing party all costs and expenses, including reasonable attorney's fees, both at the trial and at the appellate level."

## 25 PRECONSTRUCTION CONFERENCE

25.8 The ENGINEER shall set the date and time for the preconstruction conference and shall determine attendance requirements. At a minimum, representatives of the CONTRACTOR and all major SUBCONTRACTORS shall be present, along with representatives of the City and the City's Engineer.

25.9 At least 24 hours in advance of the preconstruction conference the CONTRACTOR shall submit the following:

25.9.1 A preliminary construction schedule listing beginning and ending dates or number of days for the completion of each item or work. A bar graph is preferable.

25.9.2 A list of phone numbers for all key personnel and project superintendents or foremen. This list shall include office, mobile, beeper and home phone numbers.

25.9.3 A Preliminary Pay Schedule with estimated dates and amounts of progress payments.

## 26 STORAGE OF PETROLEUM PRODUCTS OR HAZARDOUS SUBSTANCES

26.8 No fuels, oils or any type of petroleum product nor any hazardous substance shall be stored on the project or any other lands owned by the developer or OWNER.

## 27 SUBCONTRACTORS AND SUPPLIERS

27.8 Contractor shall complete and submit with his bid the list of subcontractors and suppliers attached as part of the contract documents. Owner reserves the right to approve all subcontractors at their discretion.

## 28 SHOP DRAWINGS AND MATERIAL SUBMITTALS

28.8 Contractor shall submit an electronic copy or six (6) printed copies of all shop drawings and material submittals. An electronic copy or four (4) copies shall be returned to the Contractor upon approval.

28.9 Review of the first submission and one resubmission of Shop Drawings will be performed by Owner and Owner's Consultants, as appropriate, at no cost to CONTRACTOR. Subsequent additional resubmissions of the Shop Drawing will be reviewed by Owner and Owner's Consultants, however Owner will document work hours and other expenses required to perform such additional review(s) and Contractor shall reimburse Owner for these costs.

## 29 CLEAN-UP AND COMPLETION

29.8 This section of the Specifications is intended to cover the furnishing of all labor, materials, equipment and/or incidentals necessary to the completion of all the requirements of the drawings, notes, schedules and these Specifications relating to clean-up.

29.9 Throughout the construction period, the CONTRACTOR is to maintain the project in a standard of cleanliness as described in this Section. In addition to the standards described in this Section, the CONTRACTOR will comply with all the requirements for cleaning up in various other sections of these Specifications. The CONTRACTOR will conduct daily inspections, and more if necessary, to verify that requirements of cleanliness are met. In addition to the standards described in this Section, the CONTRACTOR will comply with all pertinent requirements of governmental agencies having jurisdiction, provide all required personnel, equipment and materials needed to maintain the necessary standards of cleanliness, and use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the Manufacturer of the material or as approved by the Representative.

29.10 The CONTRACTOR will retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials. The CONTRACTOR is not to allow the accumulation of scrap, debris, waste material and other items not required for the construction of work.

29.11 At least twice a month, and more often if necessary, the CONTRACTOR will completely remove all scrap, debris and waste material from the job site and dispose of it off-site in accordance with all Local, State and Federal regulations. Weekly, and more often if necessary, the CONTRACTOR will inspect all arrangements of materials stored on the site, restack, tidy or otherwise service all requirements of this Section. Daily, and more often if necessary, the CONTRACTOR will inspect the site and pick up all scrap, debris and waste material and remove all such items to the place designated for their storage.

29.12 The CONTRACTOR is to provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology, including the Wildlife Habitat Management Plan.

29.13 The CONTRACTOR will maintain the site in a neat, orderly condition at all times, to the approval of the OWNER'S representative. In case of failure on the part of the CONTRACTOR to comply with all conditions of this section the OWNER may, upon 24 hour notice, proceed to clean the site as may be deemed necessary by the OWNER. All costs encountered by the OWNER, including dump fees, shall be deducted from the next payment due the CONTRACTOR, which payment shall include a 15% management fee applied to all OWNER expenses.

## 30 WARRANTY

30.8 The CONTRACTOR warrants the subject premises for a period of one year subsequent to acceptance of the improvements. The CONTRACTOR will provide the OWNER with all warranties pursuant to the terms of the General Conditions. In the event that the CONTRACTOR must return to perform warranty work, the CONTRACTOR must thereafter provide for an extended warranty period of at least six (6) months for parts, materials or workmanship replaced or the equivalent of a new replacement part warranty, which ever is greater.

END OF SECTION

# GENERAL STRUCTURAL NOTES

## GENERAL CONDITIONS

## DESIGN CRITERIA

## FOUNDATIONS

## CONCRETE (CAST-IN-PLACE)

## REINFORCING STEEL

## STRUCTURAL ABBREVIATIONS

## STRUCTURAL LEGEND

## STRUCTURAL SYMBOLS

GENERATOR PAD PLAN

SECTION

DETAIL

TOWN OF HUMMELSTOWN, PENNSYLVANIA
WATER TREATMENT PLANT NO. 3

GENERATOR PAD PLAN, SECTION AND DETAIL

Sheet S6.1

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

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

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

**PRODUCER**
Marsh McLennan Agency, LLC - Bouchard Region
101 North Starcrest Drive
Clearwater, FL 33765

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** (727) 447-6481 **FAX (A/C, No):**
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: American Zurich Insurance Company | 40142 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
FrankCrum 6, Inc. Alt. Emp: RCM Utilities, LLC
100 South Missouri Avenue
Clearwater, FL 33756

**COVERAGES** **CERTIFICATE NUMBER:** 25FL0801266863 **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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | X PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) | | | WC 47-58-512-14 | 06/01/2025 | 06/01/2026 | 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 |
| | | | | Location Coverage Period: | 07/18/2025 | 06/01/2026 | Client# 62583-FL | |

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

Coverage is provided for only those co-employees of, but not subcontractors to:
RCM Utilities, LLC
1451 Pine Grove Rd
Eustis, FL 32726

**CERTIFICATE HOLDER**

Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737

**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**
Jodi George

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2025

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

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

| PRODUCER | CONTACT NAME: Alexandria Altarriba | |
|---|---|---|
| Brown & Brown Insurance Services, Inc.<br>1300 Citizens Blvd, Suite 100<br>Leesburg FL 34748 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: Alexandria.Altarriba@bbrown.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : BITCO General Insurance Corporation | 20095 |
| INSURED<br>RCM Utilities, LLC<br>1451 Pine Grove Rd<br>Eustis FL 32726 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 25-26 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CLP3753375 | 01/15/2025 | 01/15/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CAP3753376 | 01/15/2025 | 01/15/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CUP3753377 | 01/15/2025 | 01/15/2026 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Rented/Leased Equipment | | | CLP3753375 | 01/15/2025 | 01/15/2026 | Limit | $150,000 |
| | | | | | | | Deductible | $1,000 |

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

CERTIFICATE HOLDER

Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills FL 34737

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

Scott Hardman

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# 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

## CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
1451 PINE GROVE ROAD
EUSTIS FL 32726

**LICENSE NUMBER: CUC1225240**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/12/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## STRAUB, MICHAEL JOHN

RCM UTILITIES, LLC
100 WEST MILLS AVE
EUSTIS FL 32726

**LICENSE NUMBER: CGC061548**

**EXPIRATION DATE: AUGUST 31, 2026**

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ISSUED: 08/26/2024

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# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## SELLERS, NICHOLAS GEORGE

RCM UTILITIES, LLC
100 W MILLS AVENUE
EUSTIS FL 32726

**LICENSE NUMBER: CFC1431823**

**EXPIRATION DATE: AUGUST 31, 2026**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS' LICENSING BOARD

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

**LAKE, JOHN A**

RCM UTILITIES, LLC
1451 PINE GROVE ROAD
EUSTIS FL 32726

**LICENSE NUMBER: EC13014150**

**EXPIRATION DATE: AUGUST 31, 2026**

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ISSUED: 08/29/2024

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# SECTION 00490
# TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P Trench Safety Standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost:

Project Name: Town of Howey-in-the-Hills Water Treatment Plant No. 3

TEN THOUSAND DOLLARS

(Cost in Words)

TOTAL: $ 10,000.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Trias Construction LLC DATE: 8/11/2025

BY: Joseph Trias

END OF SECTION

# BIDDER CERTIFICATION

"I, the undersigned, certify I have received all addenda. I understand timely commencement/delivery may be considered in award of bis, and cancellation of bid/award will be considered if commencement/delivery time is not met, and untimely delivery may cause for assessment of liquidated damages claims. I certify the equipment, or products meet or exceed the Specification, and the undersigned declares I have carefully examined any and all plant, blueprints, specifications, terms and conditions as applicable for this bid, and I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for a fraudulent purpose."

Signature: _____ Date: 8/12/2025

Printed name: Trias Construction LLC Title: President

Company: Trias Construction LLC Phone number: 813-760-4383

Address: 2537 Henley Rd City/State: Lutz/Florida Zip: 33558

Email address: joe@triasconstruction.com Fax number: _____

# DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

Trias Construction LLC

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify the above-named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

8/12/2025

Date signed

State of: Florida

County of: Pasco

Sworn to (or affirmed) and subscribed before me this 12th date of August 20 25

By ✓ physical presence or ___ online notarization.

Personally known _____ or Produced Identification _____

(Specify Type of Identification)

Chasity Huston

Signature of Notary

My Commission Expires 4/15/2027

CHASITY HUSTON
Notary Public - State of Florida
Commission # HH 383511
My Comm. Expires Apr 15, 2027
Bonded through National Notary Assn.

END OF SECTION

ACORD

TRIACON-01

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2025

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

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

| | |
|---|---|
| PRODUCER<br>Florida Insurance Center, Inc.<br>414 N Alexander St<br>Plant City, FL 33563 | CONTACT NAME: Heather Leivas<br>PHONE (A/C, No, Ext): (813) 754-3561 FAX (A/C, No): (813) 754-3450<br>E-MAIL ADDRESS: hleivas@floridainsurancecenter.com |
| INSURED<br>Trias Construction, LLC<br>2537 Henley Rd<br>Lutz, FL 33558 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Travelers Indemnity Co of America — 25666<br>INSURER B : Phoenix Insurance Co — 25623<br>INSURER C : Travelers Property & Casualty — 25674<br>INSURER D : Westchester Surplus Lines Ins Co — 10172<br>INSURER E :<br>INSURER F : |

**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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | DTCO6T107823TIA24 | 6/30/2025 | 6/30/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 5,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | BA-6T109472-24-26-G | 6/30/2025 | 6/30/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUP6T1102252426 | 6/30/2025 | 6/30/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | UB6T1099822426G | 6/30/2025 | 6/30/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Pollution | | | G2833557A005 | 6/30/2025 | 6/30/2026 | Aggregate | 1,000,000 |

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

**CERTIFICATE HOLDER**

For Information Purposes Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Leivas



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The ACORD name and logo are registered marks of ACORD

# SECTION 00410
# BID BOND
## BIDDER CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Trias Construction, LLC as Principal, and Hartford Fire Insurance Company asSurety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we herby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 17th day of July 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Howey-in-the-Hills, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Howey-in-the-Hills Water Treatment Plant No. 3 project.

NOW THEREFORE:

A. The term "bid" as used herein included a bid, offer, or proposal as applicable.

B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Biding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

C. This obligation shall be null and void if:

   1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2. All bids are rejected by Owner, or

   3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)

D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.

H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable stature, then the provision of said stature shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

Principal (Print Full Name):
Trias Construction, LLC

By: _____ (LS)

Title: President

Attest: _____ ESTIMATOR

Signature and Title

Surety (Print Full Name):
Hartford Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By: Mark W. Edwards II

Signature (attach Power of Attorney)

Title: Mark W. Edwards, II, Attorney-in-Fact

Attest: Alisa B. Ferris

Signature and Title Alisa B. Ferris
Senior Vice President - Surety

IMPORTANT – Surety companies executing bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

# POWER OF ATTORNEY

**Direct Inquiries, Bond Authenticity and Claims to:**
**THE HARTFORD**
**BOND, T-14**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
*call:* **888-266-3488** *or fax:* **860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** MARSH & MCLENNAN AGENCY LLC
**Agency Code:** 21-250036

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie LA, R.E. Daniels, Shelby E. Daniels of Pensacola FL, Christopher C. Gardner of Union MS, Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 17, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

NAME OF BIDDER: Trias Construction LLC

# SECTION 00300
# BID FORM

**DATE SUBMITTED:** 8/12/2025

**PROJECT IDENTIFICATION:** Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737
Town of Howey-in-the-Hills BID NO. RFB 2025-007

**NAME OF BIDDER:** Trias Construction LLC

**BUSINESS ADDRESS:** 2537 Henley RD, Lutz Florida 33558

**TELEPHONE NUMBER:** 813-760-4383

**CONTRACTOR'S FLORIDA LICENSE NO.:** CGC 1524923

**THIS BID IS SUBMITTED TO:** Morgan Cates
Public Services Director
Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737

A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

| | | | |
|---|---|---|---|
| No. 1 | Dated: 7/31/2025 | No. | Dated: |
| No. 2 | Dated: 7/23/2025 | No. | Dated: |
| No. 3 | Dated: 7/31/2025 | No. | Dated: |
| No. 4 | Dated: 8/7/2025 | No. | Dated: |
| No. | Dated: | No. | Dated: |
| No. | Dated: | No. | Dated: |

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

NAME OF BIDDER: Trias Construction LLC

3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:

1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

NAME OF BIDDER: _____

Documents, by authorization of the Owner, the Unit Prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis or payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.
4. All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
5. Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

E. The following documents are attached to and made a condition of this Bid:

1. Bid security (surety bond or cashier's check)
2. Power of Attorney (for surety bond only)
3. Questionnaire (Bidding Documents, Section 00301)
4. Subcontractor Listing (Bidding Documents, Section 00301-A)
5. Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420)
6. Non-collusion Affidavit (Bidding Documents, Section 00480)
7. Trench Safety Affidavit (Bidding Documents, Section 00490)
8. A separate sheet(s) clearly identified and numbered, of exceptions or deviations from the Specifications.
9. Bidder Certification (Bidding Documents, Section 00020)
10. Drug Free Work Place Certificate (Bidding Documents, Section 00020)
11. Certificate of Insurability

F. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

H. The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

| Item | Description | Estimated Quantity | Unit | Unit Price (In Words) | Unit Price (Numbers) | Total Price (Numbers) |
|---|---|---|---|---|---|---|
| 1. | General Requirements | 1 | LS | Two hundred sixty nine thousand two hundred eighty dollars | $269,280.00 | $269,280.00 |
| 2. | Mobilization/Demobilization | 1 | LS | one hundred, fifty one thousand four hundred three dollars | $151,403.00 | $151,403.00 |
| 3. | Indemnification ($1,000 min.) | 1 | LS | ONE THOUSAND DOLLARS | $100000 | $100000 |
| 4. | Town of Howey-in-the-Hills Permitting (Allowance) | 1 | Allowance | Ten Thousand Dollars | $10,000.00 | $10,000.00 |
| 5. | Office Furnishings (Allowance) | 1 | Allowance | Twenty-Five Thousand Dollars | $25,000.00 | $25,000.00 |
| 6. | Material Testing as Specified in Section 01410 (Allowance) | 1 | Allowance | Fifteen Thousand Dollars | $15,000.00 | $15,000.00 |
| 7. | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | Fifty Thousand Dollars | $50,000.00 | $50,000.00 |
| 8. | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | Eight Million six hundred sixteen thousand five hundred eighty one dollars and zero cents. | $8,616,581.00 | $8,616,581.00 |
| 9. | All other work not included in Items 1 through 9 (List Below) | 1 | LS | ZERO DOLLARS | $0.00 | $0.00. |
| 10. | Payment and Performance Bond | 1 | LS | Seventy one thousand one hundred ninety six dollars and zero cents | $71,196.00 | $71,196.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):

Nine million two hundred nine thousand four hundred sixty dollars
(In Words)

$ 9,209,460.00
(Numbers)

$ 9,209,460.00
Unit Price

$ 9,209,460.00
Total Price

NAME OF BIDDER: Trias Construction LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

**SOLE PROPRIETORSHIP** **NOT APPLICABLE - Trias Construction LLC is not a Sole Proprietorship**

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

DOING BUSINESS AS: Trias Construction LLC

BUSINESS ADDRESS: 2537 Henley Road, Lutz FL 33558

TELEPHONE NUMBER: 813-760-4383

FLORIDA LICENSE NO.: CGC 1524923

NAME OF BIDDER: Trias Construction LLC

**A PARTNERSHIP** **NOT APPLICABLE - Trias Construction LLC is not a Sole Proprietorship**

_____ (SEAL)
(Partnership Name)

_____
(General Partner's Signature)

_____
(General Partner's Name)

DOING BUSINESS AS: Trias Construction LLC

BUSINESS ADDRESS: 2537 Henley Rd, Lutz, Fl 33558

TELEPHONE NUMBER: 813-760-4383

FLORIDA LICENSE NO.: CGC 1524923

NAME OF BIDDER: Trias Construction LLC

**A CORPORATION**

Trias construction LLC (Corporation Name) (SEAL)

Florida (State of Incorporation)

BY Joseph Trias (Name of Peron Authorized to Sign)

President (Title)

(Authorized Signature)

(CORPORATE SEAL)

ATTEST _____ (Secretary)

DOING BUSINESS AS: Trias Construction LLC

BUSINESS ADDRESS: 2537 Henley Rd. Lutz, Fl 33558

TELEPHONE NUMBER: 813-760-4383

CORPORATE PRESIDENT: Joseph Trias

FLORIDA LICENSE NO.: CGC 1524923

NAME OF BIDDER: Trias Construction LLC

**A JOINT VENTURE** **NOT APPLICABLE - Trias Construction LLC is not a Joint Venture**

BY _____ (SEAL)
(Name)

BY _____
(Address)

BY _____
(Name)

BY _____ (SEAL)
(Address)

**DOING BUSINESS AS:** Trias Construction LLC

**BUSINESS ADDRESS:** 2537Henley RD, Lutz, Florida 33558

**TELEPHONE NUMBER:** 813-760-4383

**CORPORATE PRESIDENT:** Joseph Trias

**FLORIDA LICENSE NO.:** CGC 1524923

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: Hartford Fire Insurance Company

Surety's Address: One Hartford Plaza, Hartford, Connecticut 06155

Name and Address of Surety's resident agent for service of process in Florida:

Mark Edwards, 2000 International Park Drive, Suite 600, Birmingham, Alabama 35243

END OF SECTION

# SECTION 00301
# BID FORM

**DATE SUBMITTED:** 8/12/2025

**PROJECT IDENTIFICATION:** Howey-in-the-Hills Water Treatment Plant No. 3

**NAME OF BIDDER:** Trias Construction LLC

**BUSINESS ADDRESS:** 2537 Henley Rd, Lutz Fl 33558

**TELEPHONE NUMBER:** 813-760-4383

**CONTRACTOR'S FLORIDA LICENSE NO.:** CGC 1524923

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has you organization been in business as a General Contractor?
   16 years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:
   Wiregrass Ranch Sport Complex ($15,211,150.00) on 23 Acres for Pasco County Board of County Commisioners, TJ Pyche 352-467-3950, completed on May 30, 2025
3. Have you ever failed to complete work awarded to you? If so, where and why?
   No
4. Name three (3) municipalities for which you haver performed work and to which you refer:
   Pasco County Board of Commissioners, TJ Pyche 352-467-3850
   Pasco County Sheriff's Office - Mike Maurer 727-277-7237
   Hillsborough County Sheriff's Office - Roberto Crispo 813-247-8045
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:
   During our limited observational site visit of the proposed site on July 7, 2025 Trias Construction LLC did not observe any conditions that are not shown in the Bid documents.
6. Will you Subcontract any part of this Work? If so, describe which portions.
   Surveying, Earthwork, Storm Drainage, Septic System, Vertical Turbine Pumps, Yard Piping, Pre stressed Concrete Tank, Concrete, Masonry,Structural Steel, Roofing, Door & Hardware, Storefront, Awnings, Toilet Accessories, Cabinetry, Plumbing, HVAC, Electrical, Process Instrumentation and Control System, Asphalt, Signage & Striping, Fencing, Landscape and Building Demolition.

7. What equipment do you own that is available for the Work?
   Trias Construction LLC owns various trucks and trailers for material transportation and storage.

8. What equipment will you purchase for the Work?
   Trias Construction LLC does not anticipate to purchase any equipment for the work.

9. What equipment will you rent for the Work?
   Trias Construction LLC does not anticipate to rent any equipment, however we shall rent any and all equipment necessary to complete the work. The majority of the work shall be subcontracted.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).
    See the enclosed confidential envelope for financial disclosure.

11. State the true and exact, correct, and complete name under which you do business. Bidder is:
    Trias Construction LLC

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

**TRIAS, JOSEPH**

TRIAS CONSTRUCTION LLC
2537 HENLEY ROAD
LUTZ FL 33558

**LICENSE NUMBER: CGC1524923**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## TRIAS, JOSEPH

TRIAS CONSTRUCTION LLC
2537 HENLEY ROAD
LUTZ FL 33558

**LICENSE NUMBER: CFC1429780**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/31/2024

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.

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

**Firm Name:** AWP Site Development LLC
**Address:** 113 W. Woodward Ave Eustis Fl 32726
**Telephone Number:** 352-602-7953
**Trade:** Site Work **Estimated Dollar Amount:** $ 1,328,583.43

**Firm Name:** Central Florida Construction Walls, Inc
**Address:** 4985 Hoffner Ave, Orlando, FL
**Telephone Number:** 407-377-7170
**Trade:** Concrete & Masonry **Estimated Dollar Amount:** $ 363,644.00

**Firm Name:** Seminole Machine & Welding
**Address:** 9380 Ulmerton Rd, Largo, FL
**Telephone Number:** 727-586-0599
**Trade:** Structural Steel **Estimated Dollar Amount:** $ 64,000.00

**Firm Name:** JT Roofing Inc
**Address:** 3226 SE Gran Park Way Stuart, FL 34997
**Telephone Number:** 734-277-6759
**Trade:** Roofing **Estimated Dollar Amount:** $ 86,207.00

**Firm Name:** Precon Corporation
**Address:** 115 SW 140th Terrace Newberry Florida 32669
**Telephone Number:** 352-281-5452
**Trade:** Prestressed concrete tank **Estimated Dollar Amount:** $ ~~1,210,000.00~~ $ 1,112.000,00

**Firm Name:** ~~Bluewater Telecommunications Inc~~ SHINE & COMPANY
**Address:** ~~100 E Pine St, Suite 302, Orlando, FL~~ 25687 W US HWY 27 HIGH SPRINGS FL 32643
**Telephone Number:** ~~407-902-3200~~ 386-454-2034
**Trade:** Electrical work **Estimated Dollar Amount:** $ ~~1,800,808.00~~ $ 1,170,000.00

**Firm Name:** ~~Barney's Pumps~~ HYDRA SERVICE INC
**Address:** ~~2965 Barney's Pumps Place Lakeland, FL 33812~~ 250 SPRINGVIEW Commerce Drive Debary FL 32713
**Telephone Number:** ~~863-665-8500~~ 407-330-3456
**Trade:** Pumps **Estimated Dollar Amount:** $ ~~852,390.00~~ $ 679,000.00

END OF SECTION

# SECTION 00420
# CORPORATE RESOLUTION

## BIDDER CERTIFICATION

I, Joseph Trias, Secretary of Trias Construction LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that a meeting of the Board of Directors of the Corporation duly called and held of August 12, 20 25 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to Town of Howey In The Hills for the construction of Howey In The Hills Water Treatment Plan No.3

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

| NAME | OFFICE | OFFICIAL SIGNATURE |
|---|---|---|
| Joseph Trias | President | |
| | | |
| | | |
| | | |

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 12 day of August, 20 25 .

END OF SECTION

# SECTION 00480
# NON-COLLUSION AFFIDAVIT

**STATE OF:** Florida

**COUNTY OF:** Pasco

Joseph Trias, being first duly sworn deposes and says that:

A. He is the President, of Trias Construction LLC, the Bidder that has submitted the attached Bid.

B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

C. Such Bid is genuine and is not a collusive of sham Bid.

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.

E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____

Sworn and subscribed to before me this 12th day of August, 2025, in the State of Florida, County of Pasco.

Chasity Huston Notary Public

My Commission Expires: 4/15/2027

END OF SECTION

CHASITY HUSTON
Notary Public - State of Florida
Commission # HH 383511
My Comm. Expires Apr 15, 2027
Bonded through National Notary Assn.

## BIDDER CERTIFICATION

"I, the undersigned, certify I have received all addenda. I understand timely commencement/delivery may be considered in award of bis, and cancellation of bid/award will be considered if commencement/delivery time is not met, and untimely delivery may cause for assessment of liquidated damages claims. I certify the equipment, or products meet or exceed the Specification, and the undersigned declares I have carefully examined any and all plant, blueprints, specifications, terms and conditions as applicable for this bid, and I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for a fraudulent purpose."

Signature: _____ Date: 7/22/2025

Printed name: Brett Lefever Title: President

Company: L7 Construction, Inc. Phone number: 321-972-9325

Address: 275 Hunt Park Cove City/State: Longwood, FL Zip: 32750

Email address: BLefever@L7Constructs.com Fax number: 407-732-7812

## DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

L7 Construction, Inc.

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.

- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify the above-named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

7/30/25

Date signed

State of: FLORIDA

County of: SEMINOLE

Sworn to (or affirmed) and subscribed before me this 30th date of JULY 2025

By X physical presence or ___ online notarization.

Personally known X or Produced Identification N/A

(Specify Type of Identification)

Signature of Notary

My Commission Expires 07/12/2026

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

END OF SECTION

NAME OF BIDDER: L7 Construction, Inc.

# SECTION 00300
# BID FORM

**DATE SUBMITTED:** AUGUST 12, 2025

**PROJECT IDENTIFICATION:** Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737
Town of Howey-in-the-Hills BID NO. RFB 2025-007

**NAME OF BIDDER:** L7 Construction, Inc.

**BUSINESS ADDRESS:** 275 Hunt Park Cove Longwood, FL 32750

**TELEPHONE NUMBER:** 321-972-9325

**CONTRACTOR'S FLORIDA LICENSE NO.:** CGC1514056

**THIS BID IS SUBMITTED TO:** Morgan Cates
Public Services Director
Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737

A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

| | | | |
|---|---|---|---|
| No. 1 | Dated: 7/21/25 | No. | Dated: |
| No. 2 | Dated: 7/23/25 | No. | Dated: |
| No. 3 | Dated: 7/31/25 | No. | Dated: |
| No. 4 | Dated: 8/7/25 | No. | Dated: |
| No. | Dated: | No. | Dated: |
| No. | Dated: | No. | Dated: |

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

NAME OF BIDDER: L7 Construction, Inc.

3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:

1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

NAME OF BIDDER: L7 Construction, Inc.

Documents, by authorization of the Owner, the Unit Prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis or payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.
4. All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
5. Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

E. The following documents are attached to and made a condition of this Bid:

1. Bid security (surety bond or cashier's check)
2. Power of Attorney (for surety bond only)
3. Questionnaire (Bidding Documents, Section 00301)
4. Subcontractor Listing (Bidding Documents, Section 00301-A)
5. Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420)
6. Non-collusion Affidavit (Bidding Documents, Section 00480)
7. Trench Safety Affidavit (Bidding Documents, Section 00490)
8. A separate sheet(s) clearly identified and numbered, of exceptions or deviations from the Specifications.
9. Bidder Certification (Bidding Documents, Section 00020)
10. Drug Free Work Place Certificate (Bidding Documents, Section 00020)
11. Certificate of Insurability

F. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

H. The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

| Item | Description | Estimated Quantity | Unit | Unit Price (In Words) | Unit Price (Numbers) | Total Price (Numbers) |
|---|---|---|---|---|---|---|
| 1. | General Requirements | 1 | LS | TWO HUNDRED THOUSAND DOLLARS | $ 200,000 | $ 200,000.00 |
| 2. | Mobilization/Demobilization | 1 | LS | THREE HUNDRED THOUSAND DOLLARS | $ 300,000 | $ 300,000.00 |
| 3. | Indemnification ($1,000 min.) | 1 | LS | ONE THOUSAND DOLLARS | $ 1,000 | $ 1,000.00 |
| 4. | Town of Howey-in-the-Hills Permitting (Allowance) | 1 | Allowance | Ten Thousand Dollars | $10,000.00 | $10,000.00 |
| 5. | Office Furnishings (Allowance) | 1 | Allowance | Twenty-Five Thousand Dollars | $25,000.00 | $25,000.00 |
| 6. | Material Testing as Specified in Section 01410 (Allowance) | 1 | Allowance | Fifteen Thousand Dollars | $15,000.00 | $15,000.00 |
| 7. | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | Fifty Thousand Dollars | $50,000.00 | $50,000.00 |
| 8. | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | NINE MILLION ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS | $ 9,125,000 | $ 9,125,000.00 |
| 9. | All other work not included in Items 1 through 9 (List Below) | 1 | LS | ONE THOUSAND DOLLARS | $ 1,000 | $ 1,000.00 |
| 10. | Payment and Performance Bond | 1 | LS | ONE HUNDRED SEVENTY THOUSAND DOLLARS | $ 170,000 | $ 170,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):

NINE MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND DOLLARS (In Words)

$ 9,897,000.00 (Numbers)

$ 9,897,000.00 Unit Price

$ 9,897,000.00 Total Price

NAME OF BIDDER: _____

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

**SOLE PROPRIETORSHIP**

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**FLORIDA LICENSE NO.:** _____

NAME OF BIDDER: _____

**A PARTNERSHIP**

_____ (SEAL)
(Partnership Name)

_____
(General Partner's Signature)

_____
(General Partner's Name)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**FLORIDA LICENSE NO.:** _____

NAME OF BIDDER: L7 Construction, Inc.

**A CORPORATION**

L7 Construction, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Brett Lefever
(Name of Peron Authorized to Sign)

President
(Title)

(Authorized Signature)

**(CORPORATE SEAL)**

**ATTEST** _____
(Secretary)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** 275 Hunt Park Cove Longwood, FL 32750

**TELEPHONE NUMBER:** 321-972-9325

**CORPORATE PRESIDENT:** Brett Lefever

**FLORIDA LICENSE NO.:** CGC1514056

NAME OF BIDDER: _____

**A JOINT VENTURE**

BY _____ (SEAL)
(Name)

BY _____
(Address)

BY _____
(Name) (SEAL)

BY _____
(Address)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**CORPORATE PRESIDENT:** _____

**FLORIDA LICENSE NO.:** _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: _____

Surety's Address: _____

_____

Name and Address of Surety's resident agent for service of process in Florida:

_____

_____

END OF SECTION

# SECTION 00301
# BID FORM

**DATE SUBMITTED:** August 12, 2025

**PROJECT IDENTIFICATION:** Howey-in-the-Hills Water Treatment Plant No. 3

**NAME OF BIDDER:** L7 Construction, Inc.

**BUSINESS ADDRESS:** 275 Hunt Park Cove Longwood, FL 32750

**TELEPHONE NUMBER:** 321-972-9325

**CONTRACTOR'S FLORIDA LICENSE NO.:** CGC1514056

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has you organization been in business as a General Contractor?
   17 Years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:
   City of Clermont Sunburst Ln WTP Improvements- $7,130,209.46. This project involved constructing a new 3.0 MG ground storage tank, two well houses with pumps, an emergency generator, & related piping/electrical improvements. Several change orders were issued including deductive ones for the work the city already completed (16' water-main tie in, dirt work, equipment). Additive design adjustments.
3. Have you ever failed to complete work awarded to you? If so, where and why?
   No
4. Name three (3) municipalities for which you haver performed work and to which you refer:
   City of Altamonte Springs Karen McCullen kmccullen@itsmymaitland.com 407-875-2829 Type text here
   Brevard County Mike Davis Mike.Davis@brevardfl.gov 321-633-2089 ext. 52817
   Seminole County Mike Boggs mboggs@seminolecountyfl.gov 407-665-2026
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:
   Yes. Security- Fence early.
6. Will you Subcontract any part of this Work? If so, describe which portions.
   Yes. Electrical, I&C, Prestress Tank, Building Finishes.

7. What equipment do you own that is available for the Work?
   Please see Attachment #1

8. What equipment will you purchase for the Work?
   None expected

9. What equipment will you rent for the Work?
   Concrete pump and crane as needed.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).
    Please see Attachment #2

11. State the true and exact, correct, and complete name under which you do business. Bidder is:
    L7 Construction, Inc.

END OF SECTION

**L7 Owned Equipment**

Attachment #1

| Type | Manufacturer | Size |
|---|---|---|
| Skidsteer | CAT | 289 |
| Skidsteer | CAT | 289 |
| Skidsteer | CAT | 289 |
| Skidsteer | CAT | 265 |
| | | |
| Mini Excavator | CAT | 305 |
| Mini Excavator | CAT | 305 |
| Mini Excavator | CAT | 305 |
| Mini Excavator | CAT | 310 |
| | | |
| Wheel Loader | CAT | 928 |
| | | |
| Excavator | CAT | 335 |
| Excavator | CAT | 313 |
| | | |
| Lull | Genie | 5k |
| Lull | Genie | 8k |
| Lull | Genie | 8k |
| Lull | Genie | 10k |
| Lull | Genie | 10k |
| | | |
| Buggy | Kubota | |
| Buggy | Kubota | |
| Buggy | Kubota | |
| Buggy | Kubota | |
| Buggy | Kubota | |
| Buggy | Kubota | |
| | | |
| Air Compressor | Atlas Copco | |

# L7 CONSTRUCTION, INC. AND AFFILIATE

## Consolidated Financial Statements and Supplementary Information

**December 31, 2024**

BERMAN HOPKINS
CPAs & ASSOCIATES, LLP

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BERMAN HOPKINS
CPAs & ASSOCIATES, LLP

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors and Management of
L7 Construction, Inc. and Affiliate
Longwood, Florida

We have reviewed the accompanying consolidated financial statements of L7 Construction, Inc. (an S-corporation) and Affiliate (a limited liability company) (the "Company") which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of income, changes in shareholder's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Consolidated Financial Statements

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

### Independent Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of L7 Construction, Inc. and Affiliate and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### Independent Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



bermanhopkins.com

**MELBOURNE**
8035 Spyglass Hill Road
Melbourne, FL 32940
321-757-2020

**ORLANDO**
255 South Orange Avenue, #1000
Orlando, FL 32801
407-841-8841

**Report on Supplementary Information**

The supplementary schedules on pages eighteen through twenty and twenty-three through twenty-four are presented for purposes of additional analysis and are not a required part of the basic consolidated financial statements. The supplementary information is the responsibility of management and was derived from, and related directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the review procedures applied in the accountant's review of the basic consolidated financial statements and whether we are aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

The supplementary information on pages seventeen and twenty-two, which is the responsibility of management, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The information has not been subjected to the procedures applied in the reviews of the consolidated financial statements, and, accordingly, we do not express an opinion or provide any assurance on it.

April 30, 2025
Orlando, Florida

*Berman Hopkins Wright & LaHam*
*CPAs and Associates, LLP*

**L7 Construction, Inc. and Affiliate**

**CONSOLIDATED BALANCE SHEET**

**December 31, 2024**

| | |
|---|---|
| ***ASSETS*** | |
| **CURRENT ASSETS** | |
| Cash and cash equivalents | $ 2,779,746 |
| Contracts receivable | 5,494,921 |
| Contract assets | 2,516,686 |
| Prepaid expenses | 312,344 |
| Other assets | 3,994 |
| Total current assets | 11,107,691 |
| **PROPERTY AND EQUIPMENT, NET** | 2,998,402 |
| Total assets | $ 14,106,093 |
| ***LIABILITIES AND SHAREHOLDER'S EQUITY*** | |
| **CURRENT LIABILITIES** | |
| Accounts payable | $ 1,957,859 |
| Contract liabilities | 2,755,870 |
| Accrued expenses | 801,507 |
| Current portion of long-term debt | 370,117 |
| Total current liabilities | 5,885,353 |
| **LONG-TERM DEBT, LESS CURRENT PORTION** | 1,631,898 |
| Total liabilities | 7,517,251 |
| ***SHAREHOLDER'S EQUITY*** | |
| Common stock: no par value; 100 shares authorized; 10 shares issued and outstanding | - |
| Additional paid-in-capital | 101,793 |
| Retained earnings | 5,990,462 |
| Members' equity | 496,587 |
| Total shareholder's equity | 6,588,842 |
| Total liabilities and shareholder's equity | $ 14,106,093 |

See the accompanying notes and independent accountant's review report.

## L7 Construction, Inc. and Affiliate

## CONSOLIDATED STATEMENT OF INCOME

### For the year ended December 31, 2024

| | |
|---|---|
| **CONTRACT REVENUES** | $ 24,646,664 |
| **COST OF CONTRACT REVENUES** | 20,047,790 |
| Gross profit | 4,598,874 |
| **GENERAL AND ADMINISTRATIVE EXPENSES** | 1,642,661 |
| **INCOME FROM OPERATIONS** | 2,956,213 |
| **OTHER INCOME (EXPENSE)** | |
| Interest income | 148,936 |
| Interest expense | (87,685) |
| Gain on sale of property and equipment | 25,650 |
| Other income | 30,110 |
| Total other income (expense) | 117,011 |
| **NET INCOME** | $ 3,073,224 |
| **LESS: NET INCOME ATTRIBUTABLE TO THE NONCONTROLLING INTEREST** | $ (48,240) |
| **NET INCOME ATTRIBUTABLE TO L7 CONSTRUCTION, INC.** | $ 3,024,984 |

See the accompanying notes and independent accountant's review report.

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: Lavender Lady Plumbing
Address: PO Box 841, Apopka, FL 32704
Telephone Number: 407-464-0510
Trade: Plumbing Estimated Dollar Amount: $~ 44,000.00

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

END OF SECTION

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: E & I Mechanical
Address: 3175 Keeport Dr., Spring Hill, FL 34609
Telephone Number: 352-293-6046
Trade: HVAC Estimated Dollar Amount: $ ~ 72,000.00

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

END OF SECTION

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: Telemetry & Process Controls
Address: 640 Hayward Ave. N., Oakdale, MN 55128
Telephone Number: 321-229-7643
Trade: I & C Estimated Dollar Amount: $~660,000.00

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

END OF SECTION

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: Precon Corp.
Address: 115 SW 140th Terrace, Newberry, FL 32669
Telephone Number: 352-332-1200
Trade: Prestressed Tank Estimated Dollar Amount: $ ~ 1,150,000.00

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

END OF SECTION

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: Power Engineering Group
Address: 6635 Narcoossee Rd., Orlando, FL 32822
Telephone Number: 407-277-3150
Trade: Electrical Estimated Dollar Amount: $ ~ 1,900,000.00

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

Firm Name: _____
Address: _____
Telephone Number: _____
Trade: _____ Estimated Dollar Amount: $_____

END OF SECTION

JCA

THEY BUILD IT, WE BOND IT

**July 15, 2025**

**L7 Construction, Inc.**
**275 Hunt Park Cove**
**Longwood FL, 32750**

**Project: Howey-in-the-Hills Water Treatment Plant No. 3 / Project #055783.001 / Bid No.: RFB 2025-007**

**Dear Brett,**

The bid bond for the above referenced job has language on the bid bond form that implies you need to write out the percentage of your bid amount in dollar value on the bond form. Please let us know if you have any questions.

Thank you,

Jessie Sloan
Contract Surety Account Manager
Inquiries: (321) 800-6594

# SECTION 00410
# BID BOND
## BIDDER CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, L7 Construction, Inc. - 275 Hunt Park Cove Longwood FL, 32750 as Principal, and Great American Insurance Company- 301 E 4th Street Cincinnati, OH 45202 as Surety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) $495,000.00 FOUR HUNDRED NINETY FIVE THOUSAND DOLLARS for the payment of which, well and truly to be made, we herby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 28th day of July 2025

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Howey-in-the-Hills, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Howey-in-the-Hills Water Treatment Plant No. 3 project - Project #055783.001 / Bid No.: RFB 2025-007

NOW THEREFORE:

A. The term "bid" as used herein included a bid, offer, or proposal as applicable.

B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Biding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

C. This obligation shall be null and void if:

   1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2. All bids are rejected by Owner, or

   3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)

D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.

H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable stature, then the provision of said stature shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

Principal (Print Full Name):
L7 Construction, Inc.

By: _____ (L.S)

Title: Brett Lefever, President

Attest: _____, Secretary
Signature and Title

Surety (Print Full Name):
Great American Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (attach Power of Attorney)
Jessie Sloan, Attorney-In-Fact &

Title: Florida Licensed Resident Agent

Attest: _____
Kasandra Titus, Witness

IMPORTANT – Surety companies executing bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

Inquiries: (321) 800-6594

END OF SECTION

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 22626

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|---|---|---|
| JORGE BRACAMONTE | ALL OF | ALL |
| JESSIE SLOAN | ORLANDO, FLORIDA | $100,000,000 |
| HALLIE MARTIN | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

*Assistant Secretary*

***Divisional Senior Vice President***

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 23RD day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

**SUSAN A KOHORST**
**Notary Public**
**State of Ohio**
**My Comm. Expires**
**May 18, 2030**

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of July , 2025 .

*Assistant Secretary*

# SECTION 00420
# CORPORATE RESOLUTION

## BIDDER CERTIFICATION

I, Traci Lefever, Secretary of L7 Construction, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that a meeting of the Board of Directors of the Corporation duly called and held of Oct. 1st, 2024 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to Howey in the Hills for the construction of WTP No. 3.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

| NAME | OFFICE | OFFICIAL SIGNATURE |
|---|---|---|
| Brett Lefever | President | |
| Brian Brach | Vice President | |
| | | |
| | | |

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 28th day of July, 2025.

END OF SECTION

# SECTION 00480
# NON-COLLUSION AFFIDAVIT

**STATE OF:** Florida

**COUNTY OF:** Seminole

Brett Lefever, being first duly sworn deposes and says that:

A. He is the President, of L7 Construction, Inc., the Bidder that has submitted the attached Bid.

B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

C. Such Bid is genuine and is not a collusive of sham Bid.

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.

E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____

Sworn and subscribed to before me this 22nd day of JULY, 2025, in the State of FLORIDA, County of SEMINOLE.

_____ Notary Public

My Commission Expires: 07/12/2026

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

END OF SECTION

# SECTION 00490
# TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P Trench Safety Standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost: TRENCH BOXES, MH BOXES, + ROAD PLATE

Project Name: Town of Howey-in-the-Hills Water Treatment Plant No. 3

FIFTY THOUSAND DOLLARS

(Cost in Words)

TOTAL: $ 50,000.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: L7 Construction, Inc. DATE: 7/15/2025

BY: [signature]

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## LEFEVER, BRETT MICHAEL

L7 CONSTRUCTION INC
275 HUNT PARK COVE
LONGWOOD FL 32750

**LICENSE NUMBER: CGC1514056**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

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.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

L7 Construction, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

275 Hunt Park Cove

Requester's name and address (optional)

6 City, state, and ZIP code

Longwood, FL 32750

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 2 | 6 | – | 0 | 2 | 1 | 0 | 4 | 6 | 9 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 1/2/25

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# State of Florida
## Department of State

I certify from the records of this office that L7 CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on May 18, 2007, effective May 18, 2007.

The document number of this corporation is P07000059933.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 30, 2025, 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 Thirtieth day of January, 2025*

*Secretary of State*

**Tracking Number: 4841218147CC**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

# BUSINESS TAX RECEIPT

CITY OF LONGWOOD
174 W CHURCH AVE
LONGWOOD, FL 32750

2024-2025

Phone: 407-260-3442
http://www.longwoodfl.org

Historic LONGWOOD Florida

**Receipt #:** 22-01632
**Issued Date:** 07/31/2024
**Effective Date:** 10/01/2024
**Expiration Date:** 09/30/2025
**License Type:** CONTRACTOR (STATE LICENSED)

**Business Name:** L7 CONSTRUCTION, INC.
**Business Location:** 275 HUNT PARK CV

LEFEVER, BRETT
275 HUNT PARK CV

LONGWOOD, FL 32750

CITY OF LONGWOOD, FLORIDA IN SEMINOLE COUNTY
SEAL

**RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.**

L7 CONSTRUCTION, INC.
275 HUNT PARK CV

LONGWOOD, FL 32750

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 | CONTACT NAME: Reina Gonzalez |
|---|---|
| LRA Insurance<br>P.O. Box 948173<br><br>Maitland FL 32794 | PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460<br>E-MAIL ADDRESS: rgonzalez@lrainsurance.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Scottsdale Ins. Co. | 41297 |
| INSURER B: Auto Owners Insurance Co. | 18988 |
| INSURER C: Bridgefield Casualty Ins Co | 10335 |
| INSURER D: Colony Insurance Co. | 39993 |
| INSURER E: | |
| INSURER F: | |

INSURED
L7 Construction, Inc.
275 Hunt Park Cove
Longwood FL 32750

**COVERAGES** **CERTIFICATE NUMBER: 25/26** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>X OTHER: Cyber Liability | X | Y | VRS0008280<br>C-4LWN-098567-CYBER- 2025 | 7/11/2025<br>7/11/2025 | 7/11/2026<br>7/11/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Aggregate | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ $1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | Y | 53-938986-00 | 7/11/2025 | 7/11/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | Y | VES0005109 | 7/11/2025 | 7/11/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 830-48507 | 7/11/2025 | 7/11/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Pollution Liability | X | Y | VRS0008280 | 7/11/2025 | 7/11/2026 | Each Occurence/Aggregate | $1MIL/$2MIL |
| D | Excess Liability/ Over $5M XS | | | EXO4286437 | 7/11/2025 | 7/11/2026 | Each Occurence/Aggregate | $4MIL/$4MIL |

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

RE: PROJECT NAME: Howey-in-the-Hills Water Treatment Plant No. 3
PROJECT NO.: 055783.001
OWNER/BID NO.: RFB 2025-007
LOCATION OF PROJECT: County Road 48, Town of Howey-in-the-Hills, Florida
OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners,employees, agents, and other consultants andsubcontractors

**CERTIFICATE HOLDER**

Halff Associates Inc.
902 North Sinclair Ave
Tavares, FL 32778

**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

M Showalter/JBRADY

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# COMMENTS/REMARKS

included as additional insured with respects to the General Liability, Auto Liability, Pollution Liability and Umbrella Liability coverage where required by written contract. Coverage is issued on a Primary & Non-Contributory basis. Waiver of Subrogation is included in favor of the additional insured with regards to the Workers Compensation, Auto Liability, Pollution Liability, Umbrella Liability & General Liability coverage.

OFREMARK COPYRIGHT 2000, AMS SERVICES INC.

# ADDENDUM NO. 1

**DATE:** July 21, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- It was brought to our attention that a Wallace &Tiernan system is called out in the plans for the new treatment plant. Currently the Town uses a Hydro system which is maintained using Guardian equipment. The Town would prefer to stay using a Hydro system and not have 2 different systems to maintain.

- Site/Mechanical Changes to the Contract Drawings
  - Sheet M-05
  - Sheet M-06

- Electrical Changes to the Contract Drawings
  - Delete the following drawings:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

  - Insert the following revised drawings in their place:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

- Architectural Changes to the Contract Drawings
  - DRAWING A1.1 PROJECT DATA:
    Updated Sheet index to reflect revised sheets.
  - DRAWING A6.1 INTERIOR ELEVATIONS:
    Updated detail 1/A6.1 to include dimensions and finish material.
  - DRAWING AS1.1 SPECIFICATIONS:
    Added new sheet
  - DRAWING AS1.2 SPECIFICATIONS:
    Added new sheet

  - DRAWING AS1.3 SPECIFICATIONS:
    Added new sheet
  - DRAWING AS1.4 SPECIFICATIONS:
    Added new sheet

- Structural Changes to the Contract Drawings
  - DRAWING S3.1 FOUNDATION PLAN:
    Relocated door opening from the Clorine Room to the Storage Room
  - DRAWING S3.2 ROOF FRAMING PLAN:
    Relocated lintel from the Clorine Room to the Storage Room.

**Questions from Bidders:**

1. Bid Item number 7 seems incomplete, can you clarify?
   Response: See attached revised Bid Form.

2. We respectfully request that Unitron Controls® (a division of Barney's Pumps, Inc) be considered an Approved Equal for the System Supplier role, as specified in Section 13300.
   Response: Not Approved. TLS Automation Sole Source.

3. In Table 11215, please confirm that the minimum shutoff head shall be at least 200 ft of head (~15% over the top of the highest specified performance condition). Current specified shutoff head is 64 ft
   Response: Confirmed. The minimum shutoff head shall be at least 200 ft of head.

4. In Table 11215 (and plan sheet M-01 & M-02), well casing is specified as being 12". Please confirm the ID is at least 12" or larger. The pump sizes needed to meet the specified flow rates have OD's that are around 11.50". This means that there could be only 0.25" gap (or smaller) around the perimeter of the pump, making setting & removal of the pump challenging. If the ID of the casing is at any location less than 12.0", please consider revising the pump requirements to allow smaller equipment.
   Response: Confirmed. The casing pipe is 12" I.D. black steel. Smaller equipment which meets the design point, HP and other specifications found in the bid documents shall be acceptable.

5. In section 11215, to allow for future electrical upgrades, we recommend requiring that the complete pump assembly and motor be Variable Speed rated (including fabricated discharge heads). This will increase the equipment robustness even when operated at Constant speed, and will allow the City the option of adding VFDs to the wells for better flow control in the future.
   Response: Solid State Starters are required for the well pumps as shown on the Contract Drawings

6. In section 11216, please confirm that all four pump cans shall be the same size and shall allow all pumps to be interchangeable between the cans. This will ensure that the City can replace the Jockey Pump with another High Service Pump in the future without needing to up-size the cans.
   Response: Confirmed. All four pump cans shall be the same size.

7. In section 11216, to minimize the chances of undesirable vibrations during variable speed operation, and to facilitate all suction cans being made to the same size, we recommend requiring that all pump heads be Fabricated. Such heads can be optimized for variable speed operation, and also allow the Jockey to be built with an oversized baseplate to mate with the larger Can size for the HSPs.
   Response: Pump heads may be fabricated per pump manufacturer recommendations.

8. In section 11216, the need for an 8" x 10" reducer can be eliminated by specifying 10" pump discharges (which has little to no cost impact on the pumps and reduces friction). Please confirm if this is desirable.
   Response: Bid per current layout.

9. In section 11216, we request that the minimum Pump Efficiency at the Primary design point be changed to 75%, with a pump BEP still at 80%. This will allow a bowl selection that places the high flow condition to the Right of BEP, thus allowing the pump to be operated at higher efficiencies throughout its operating cycle. This request applies to both the High Service and Jockey Pumps
   Response: The minimum Pump Efficiency at the Primary design point is changed to 75%, with a pump BEP still at 80%.

10. Can you provide details of the existing well that need to be abandoned, such as diameter and depth?
    Response: Existing well details (Well No. 3) are shown in the FDEP Sanitary Survey Report for WTP No. 2 which is attached.

11. We have landscaping plans in the bid plans, is there irrigation plans?
    Response: Due to Town ordinance, there will be no irrigation system for this site. The Contractor will be responsible for providing irrigation water for 30 days to establish planted landscape grow-in.

12. Section 11210, "Water Pumps"

    - Does this project have funding that requires the equipment to be BABA compliant?
      Response: No. This project is not required to be BABA compliant.

- Please confirm that the specified well pumps and high service pumps are to be NSF61 certified.
  Response: Confirmed. All well pumps and high service pumps are to be NSF61 certified.

- Please confirm that the specified performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.
  Response: Confirmed. Performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.

- Please clarify the requirements for the factory performance testing for the well pumps and the high service pumps. Section 11210, 1.03.C.2, says the "tests shall be witnessed and certified by a registered PE". Section 11215, 3.02.B, says the "tests shall be witnessed by a registered engineer" but then adds additional information which indicates this engineer would be a HALFF representative including travel, meals, etc. to the pump manufacturing facility. Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test". Witness testing adds cost & lead time. I would suggest non-witnessed factory performance tests on each unit, HI Grade 1U tolerance, certified by a PE or factory test lab manager.
  Response: Factory performance testing for the well pumps and the high service pumps shall be accordance with Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test".

13. Section 11215, "Vertical Turbine Water Pumps"

- Paragraph 1.01.B makes reference to "variable speed well pumps". Please confirm the well pumps are constant speed as indicated by the electrical drawings and not variable speed.
  Response: Confirmed. The well pumps are constant speed as indicated by the electrical drawings.

- Please clarify the note in paragraph 2.02.B which says "Existing motor shall be reinstalled for continued use".
  Response: No existing motors shall be reinstalled. All pumps and motors shall be new.

- Are any factory certified hydrostatic tests desired for the well pump bowls, columns, or heads?
  Response: No factory certified hydrostatic tests are required.

- Regarding the testing in 3.02.C:

- Vibration testing in the factory is not feasible as the pumps are not fully assembled or securely anchored, as they will be in the field. Can vibration testing be performed as part of the field services / startup?
  Response: Yes. Vibration testing be performed as part of the field services / startup.

- Noise level testing in the factory is not feasible due to external influences. In addition, typically a factory test motor is used for testing and not the actual job motor. Can noise testing be performed as part of the field services / startup?
  Response: Yes. Noise testing can be performed as part of the field services / startup.

- Is certified historical NPSHR data acceptable in lieu of actual NPSHR testing?
  Response: Yes. Certified historical NPSHR data is acceptable.

14. Section 11216, "Vertical Turbine High Service and Jockey Pumps"

- Is packing or a mechanical seal to be used for shaft sealing?
  Response: Packing or mechanical seal for shaft sealing will be per pump manufacture recommendations.

- Please confirm the requirement for hardened sleeves on the line shaft as indicated at the top of 11213-4. This is not typical for municipal water service. Please note that line shaft bearings are neoprene per 2.12.A.
  Response: Confirmed. the requirement for hardened sleeves on the line shaft. Line shaft bearings shall be zincless bronze bearings as indicated in Paragraph 2.07.B.

- Paragraph 2.10.A - Please consider allowing integral impeller wear rings as an acceptable alternative.
  Response: Impellers need to be equipped with replaceable wear rings per Specification.

- Paragraph 2.12.A – Our standard for bowl bearings is a combination of bronze & rubber. Is this acceptable?
  Response: No. Bowl bearings need to be stainless steel per Specification.

- Please confirm a factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

Response: Confirmed. Factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

- Please confirm the coatings that are required for the high service pumps. 3.03.A calls for fusion bonded epoxy but then 3.03.B, 3.03.C, and 3.03.D have different requirements. In addition, the references to system 7 and system 10 do not appear to be correct. I would suggest that the exterior of the bowls, interior & exterior of the column, and interior of the head be coated with an NSF epoxy such as Tnemec 21 or equal. The interior of the bowl will have a vitreous enamel or fusion bonded epoxy coating. Standard factory finish on the discharge head exterior is typically acceptable as the installing contractor will typically field prime & paint to match the existing piping.
  Response: All coatings that come into contact with pumped water shall be suitable for potable water service as approved by the National Sanitation Foundation (NSF) Standard 61.

14. Can General Control Systems be added as an approved System Supplier? We meet the requirements listed in 13300 1.07. Please see attached documentation.
    Response: Not Approved. TLS Automation Sole Source.

15. Can General Control Systems be added as an approved Control Systems Engineer (CSE)? We meet the requirements listed in 13300 1.01-E. Please see attached documentation.
    Response: Provide supplemental information to allow review.

16. The bid sheet and PCT spec 13205.2.02.A.9 call out a 3,000 GPM aerator and drawing sheet M-07 calls out a 3800 GPM aerator. Please provide clarification.
    Response: The aerator shall be 3,800 gpm per Sheet M-07.

17. Specifications section 13205.2.02.B.3.a & 13205.2.02.B.4.a Require a SAF-T-Climb ladder system, please confirm a TS rail system is acceptable.
    Response: Confirmed. A TS rail system is acceptable.

18. Specifications section 13205.2.03.C requires aerator tray materials to conform to NSF 61 standards. NSF approved gel coat materials are not readily available, therefore we recommend trays be constructed using NSF 61 approved resin and remain uncoated with no gelcoat. This approach is industry standard for fiberglass products such as fiberglass baffles.
    Response: Aerator trays be constructed using NSF 61 approved resin and remain uncoated with no gel coat.

19. Specification section 13205.3.01.B.4 refers to the floor being sloped to drain. Confirm slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.
    Response: Confirmed. The slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.

20. Specification section 13205.3.03.B indicates "filling of voids" shall be in accordance with manufacturers recommendations. It has been our experience the underside of the dome, being cast concrete against a formed surface, once the surface has been properly prepared would leave sufficient holes/voids that a full 1/8" thick resurfacer coat will provide a more durable coating system in lieu of addressing holes individually. Please confirm if a full coat of resurfacer is required on the underside of the concrete dome.
    Response: Confirmed. A full coat of resurfacer is required on the underside of the concrete dome.

21. Specification section 03300.2.01.B.1 states the cement classes that shall be used are Type II or Type III. Please also include ASTM C595 Type IL into the classes of cement.
    Response: ASTM C595 Type IL shall be included in the cement classes in addition to Type II and Type III.

22. In RFB 2025-007 WTP No 3 - Bid Specifications Section 13205 Prestressed Circular Concrete Tank 2.04 Painting and 3.03 Painting, the specified Tnemec Series N140 does not meet NSF 600 standard for contact with potable water. Will Tnemec Series L140 Pota-Pox Plus be considered an approved equal for the specified interior surfaces of the new PCT tank?
    Response: Confirmed. Tnemec Series L140 Pota-Pox Plus is considered an approved equal for the specified interior surfaces of the new PCT tank.

23. Geotechnical report from March 2025, ground storage tank #3 foundation section, has calculated settlement values off an assumed bearing pressure of 1,400 psf. The tank size with a 60'-0" ID and 28'-6" SWD requires a minimum bearing pressure of 1,900 psf. Please provide differential and total settlement values based off a 1,900 psf bearing pressure.
    Response: The Geotechnical Investigation has been revised to show a 1,900 psf bearing pressure. The addendum report is attached.

24. Drawing sheet M-04: The SWD is currently shown as 28'-5". Please confirm the top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.
    Response: Confirmed. The top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.

25. Drawing sheet M-05 requires fiberglass screens for the precast concrete overflow's while PCT spec 2.02.B.6.a. requires stainless steel. Please provide clarification.
Response: Precast concrete overflow screens shall be stainless steel per Specification 2.02.B.6.a. Please refer to the revised construction plans.

26. Drawing sheet M-05 calls out an aluminum interior ladder. Please confirm a fiberglass ladder is required as stated on PCT specification section 13205.2.02.A.3. An aluminum interior ladder is not recommended.
Response: Confirmed. Interior ladder shall be fiberglass per Specification section 13205.2.02.A.3. Please refer to the revised construction plans.

27. Drawing sheet M-05 shows the interior and exterior ladders as 17' tall. Confirm the ladders are to be designed to accommodate a 28'-5" side water depth.
Response: Confirmed. Interior and exterior ladders are to be designed to accommodate a 28'-5" side water depth.

28. Drawing sheet M-06: Shows "link seals". Please modify this detail to read "Through-wall pipe shall be Type 316 stainless steel. Waterstop rings on wall-pipes shall be Type 316 stainless steel."
Response: Detail indicating "link seals" has been removed from the revised construction plans.

29. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.
Response: Noted. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.

30. Please confirm if this project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.
Response: Confirmed. This project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.

31. Please confirm the all of the pump disconnects are 316SS, indoor and outdoor. The specs say 316SS unless otherwise noted on plans. The plans don't call out a material.
    Response: All pump disconnects are to be NEMA 4X 316 stainless steel.

32. Would the Town consider any of the following?
    - Move the bid to 2PM due time to allow time for pricing to come in, as well as travel time, after the weekend on Monday morning.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

    - Move the bid to from Monday to any other day Tuesday thru Friday to allow 1 full consecutive workday before the bid to finalize pricing, contact vendors, finalize for a morning delivery of bid in the case of contractors who have a long drive.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

33. Please provide me with the column length starting under the discharge head to the top of the bowl assembly for the 3 HSP's and jockey pump.
    Response: The column length shall be a minimum of 10 feet in length.

34. Also the overall depth of the wet well and please specify if there's a concrete pedestal on the slab.
    Response: The high service pumps and jockey pumps are canned. There is not wet well. There will be a concrete pedestal on the slab.

35. Southern Flow would like to be added to the list of approved Systems Integrators in Section 13300. Attached is our qualification package for your review.
    Response: Not Approved. TLS Automation Sole Source.

36. Lab storage room – I did not locate a Div 6 or Div 12 spec, is there one? Nothing is noted in terms of materials either on the elevations of this room (cabinets or counter tops). Is this an Owner furnished or contractor furnished item? Lockers in restrooms /ADA restroom bench – I did not locate a spec, are there any specific requirements for these items? Is this an Owner furnished or contractor furnished item?
    Response: Please refer to the amended architectural sheets attached with revised construction plans.
    - *Division 6 has been added to the set in addendum #1 above. Please see revised detail 1/A6.1 for added notes to the millwork details. All items are to be contractor furnished unless instructed otherwise.*

- *There are no specific requirements for the lockers. Please ensure that any locker specified will not impede the required clear floor area in the room that said unit is located. A specification has not been provided for the ADA restroom bench. Please coordinate bench selection with the provided ADA bench dimension parameters provided in detail 4/A6.1. All items are to be contractor furnished unless instructed otherwise.*

37. Consider naming **EDGENG** as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of **Section 13205- FRP ladder.**
    Response: FRP ladder shall be provided by the prestressed concrete tank manufacturer.

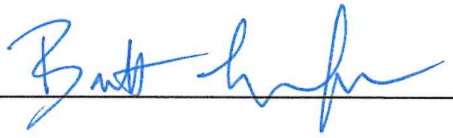
**Attachments:**

1. Revised Construction Plans for Town of Howey-in-the-Hills Water Treatment Plant No. 3
2. Revised Bid Form 00300-4
3. Addendum Report – Geotechnical Investigation for Howey-in-the-Hills Water Treatment Plant No. 3

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1**

NAME OF BIDDER LJ Construction, Inc.

SIGNATURE 

TITLE President DATE 7/21/25

# ADDENDUM NO. 2

**DATE:** July 23, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised the date for the Receipt of Bids and the Town Council Meeting has been changed. The Town will also require a digital copy of the bid to be submitted with the bid package.

- There will be an additional Addendum issued due to changes to the chlorination system manufacturer.

**Attachments:**

1. Revised Invitation to Bid 00020-1

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2**

NAME OF BIDDER L7 Construction, Inc.

SIGNATURE _____

TITLE President DATE 7/24/25

# SECTION 00020
# INVITATION TO BID

PROJECT NAME: Howey-in-the-Hills Water Treatment Plant No. 3

PROJECT NO.: 055783.001

OWNER/BID NO.: RFB 2025-007

LOCATION OF PROJECT: County Road 48, Town of Howey-in-the-Hills, Florida

SCOPE OF WORK: The project generally involves the construction of a new water treatment plant for the Town of Howey-in-the-Hills, Florida, to be known as Water Treatment Plant No. 3.

DESCRIPTION OF WORK: The work generally includes the furnishing of all labor, materials and equipment for the construction of the new Town of Howey-in-the-Hills Water Treatment Plant #3, consisting of the following principal items: 600,000-gallon ground storage tank with aerator, well pumps, high service pumps, pump building with offices/conference space, chemical feed equipment, yard piping, site work, electrical, controls and SCADA .

INFORMATION REGARDING BIDDING MATERIAL, ETC.:
Complete plans and specifications may be reviewed and obtained by visiting The Town of Howey-in-the-Hills or downloaded from DemandStar at www.demandstar.com. **These plans and specifications will be available June 30th at 3:00pm.** For review at Town of Howey-in-the-Hills contact Morgan Cates, Public Services Director, phone number: 352-805-0205, email: mcates@howey.org. All requests for further information should also be addressed to Morgan Cates (contact info listed above).

MANDATORY PRE-BID CONFERENCE:
A mandatory pre-bid conference will be held at the **Town Council Chambers, 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737**, on: **July 7th at 10:00am.**

LAST DAY FOR QUESTIONS:
All questions pertaining to this ITB must be submitted, in writing, addressed to Morgan Cates, Town of Howey-in-the-Hills, 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737; email mcates@howey.org, with copy to Troy Mitchell troy.mitchell@halff.com **no later than July 14th at 3:00pm.**

RECEIPT OF BIDS:
Sealed bids marked "Howey-in-the-Hills Water Treatment Plant No.3 / RFB 2025-007" for the work described herein shall be received until:

**2:00pm on Tuesday, August 12th**

at Town Hall, 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737, at which time and place bids will be publicly opened and read aloud. ALL BIDS MUST BE CLEARLY MARKED "SEALED BIDS" AND WHETHER HAND DELIVERED OR MAILED, MUST BE AT THE TOWN HALL BEFORE THE ABOVE STATED DEADLINE TO BE CONSIDERED. **Please provide one (1) original, two (2) copies of bid, and one (1) USB drive with PDF copies of bid.**

TOWN COUNCIL MEETING:
Selection of work and contractor will be considered at the Town Council Meeting to be held on **Monday, August 25th, at 6:00pm** at Town Council Chambers, 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737.

# ADDENDUM NO. 3

**DATE:** July 31, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- The Town is sole sourcing the chlorination gas feeder and detection system as supplied by Guardian Equipment, Inc. Bidders shall utilize the equipment price quote provided by Guardian Equipment, Inc.
- Specification Section 11345 Gas Detection System is now obsolete. Gas detection system is included in the revised Specification Section 11245.
- Septic Tank shall be a minimum of 900 gallons and the drain field shall have a minimum of 334 square foot bed.

**Attachments:**

1. Revised Specification Section 11245.
2. Scope and Quote from Guardian Equipment for Section 11245 Gas Feeder.
3. FDOH Onsite Sewage Treatment and Disposal System Construction Permit and associated attachments.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3**

NAME OF BIDDER L-7 Construction, Inc.

SIGNATURE _____

TITLE President DATE 8/1/25

# ADDENDUM NO. 4

**DATE:** August 7, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

**Attachments:**

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4**

NAME OF BIDDER L7 Construction, Inc.

SIGNATURE _____

TITLE President DATE 8/8/2025

NAME OF BIDDER: Prime Construction Group, Inc.

# SECTION 00300
# BID FORM

DATE SUBMITTED: 8/12/2025

ORIGINAL

PROJECT IDENTIFICATION: Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737
Town of Howey-in-the-Hills BID NO. RFB 2025-007

NAME OF BIDDER: Prime Construction Group, Inc.

BUSINESS ADDRESS: 1000 Jetstream Drive, Orlando, FL 32824

TELEPHONE NUMBER: 407-856-8180

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1526668

THIS BID IS SUBMITTED TO: Morgan Cates
Public Services Director
Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737

A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

| | | | |
|---|---|---|---|
| No. 1 | Dated: 7/21/2025 | No. | Dated: |
| No. 2 | Dated: 7/23/2025 | No. | Dated: |
| No. 3 | Dated: 8/1/2025 | No. | Dated: |
| No. 4 | Dated: 8/7/2025 | No. | Dated: |
| No. | Dated: | No. | Dated: |
| No. | Dated: | No. | Dated: |

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

NAME OF BIDDER: Prime Construction Group, Inc.

3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:

1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

NAME OF BIDDER: Prime Construction Group, Inc.

Documents, by authorization of the Owner, the Unit Prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis or payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.
4. All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
5. Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

E. The following documents are attached to and made a condition of this Bid:

1. Bid security (surety bond or cashier's check)
2. Power of Attorney (for surety bond only)
3. Questionnaire (Bidding Documents, Section 00301)
4. Subcontractor Listing (Bidding Documents, Section 00301-A)
5. Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420)
6. Non-collusion Affidavit (Bidding Documents, Section 00480)
7. Trench Safety Affidavit (Bidding Documents, Section 00490)
8. A separate sheet(s) clearly identified and numbered, of exceptions or deviations from the Specifications.
9. Bidder Certification (Bidding Documents, Section 00020)
10. Drug Free Work Place Certificate (Bidding Documents, Section 00020)
11. Certificate of Insurability

F. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

H. The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

- *There are no specific requirements for the lockers. Please ensure that any locker specified will not impede the required clear floor area in the room that said unit is located. A specification has not been provided for the ADA restroom bench. Please coordinate bench selection with the provided ADA bench dimension parameters provided in detail 4/A6.1. All items are to be contractor furnished unless instructed otherwise.*

37. Consider naming **EDGENG** as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of **Section 13205- FRP ladder.**
    Response: FRP ladder shall be provided by the prestressed concrete tank manufacturer.

**Attachments:**

1. Revised Construction Plans for Town of Howey-in-the-Hills Water Treatment Plant No. 3
2. Revised Bid Form 00300-4
3. Addendum Report – Geotechnical Investigation for Howey-in-the-Hills Water Treatment Plant No. 3

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1**

NAME OF BIDDER Prime Construction Group, Inc.

SIGNATURE _____
Charles J. Brackett III

TITLE President/CEO DATE 8/12/2025

# ADDENDUM NO. 2

**DATE:** July 23, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised the date for the Receipt of Bids and the Town Council Meeting has been changed. The Town will also require a digital copy of the bid to be submitted with the bid package.

- There will be an additional Addendum issued due to changes to the chlorination system manufacturer.

**Attachments:**

1. Revised Invitation to Bid 00020-1

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2**

NAME OF BIDDER Prime Construction Group, Inc.

SIGNATURE _____

Charles J. Brackett III

TITLE President/CEO DATE 8/12/2025

# ADDENDUM NO. 3

**DATE:** July 31, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- The Town is sole sourcing the chlorination gas feeder and detection system as supplied by Guardian Equipment, Inc. Bidders shall utilize the equipment price quote provided by Guardian Equipment, Inc.
- Specification Section 11345 Gas Detection System is now obsolete. Gas detection system is included in the revised Specification Section 11245.
- Septic Tank shall be a minimum of 900 gallons and the drain field shall have a minimum of 334 square foot bed.

**Attachments:**

1. Revised Specification Section 11245.
2. Scope and Quote from Guardian Equipment for Section 11245 Gas Feeder.
3. FDOH Onsite Sewage Treatment and Disposal System Construction Permit and associated attachments.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

### ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3

NAME OF BIDDER Prime Construction Group, Inc.

SIGNATURE _____

Charles J. Brackett III

TITLE President/CEO DATE 8/12/2025

# ADDENDUM NO. 4

**DATE:** August 7, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

**Attachments:**

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

### ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4

NAME OF BIDDER Prime Construction Group, Inc.

SIGNATURE _____

Charles J. Brackett III

TITLE President/CEO DATE 8/12/2025

| Item | Description | Estimated Quantity | Unit | Unit Price (In Words) | Unit Price (Numbers) | Total Price (Numbers) |
|---|---|---|---|---|---|---|
| 1. | General Requirements | 1 | LS | Four Hundred Fifty Thousand Dollars | $ 450,000.00 | $ 450,000.00 |
| 2. | Mobilization/Demobilization | 1 | LS | Three Hundred Thousand Dollars | $ 300,000.00 | $ 300,000.00 |
| 3. | Indemnification ($1,000 min.) | 1 | LS | One Thousand Dollars | $ 1,000.00 | $ 1,000.00 |
| 4. | Town of Howey-in-the-Hills Permitting (Allowance) | 1 | Allowance | Ten Thousand Dollars | $10,000.00 | $10,000.00 |
| 5. | Office Furnishings (Allowance) | 1 | Allowance | Twenty-Five Thousand Dollars | $25,000.00 | $25,000.00 |
| 6. | Material Testing as Specified in Section 01410 (Allowance) | 1 | Allowance | Fifteen Thousand Dollars | $15,000.00 | $15,000.00 |
| 7. | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | Fifty Thousand Dollars | $50,000.00 | $50,000.00 |
| 8. | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | Ten Million Forty Thousand Seven Hundred Forty Four Dollars | $ 10,040,744.00 | $ 10,040,744.00 |
| 9. | All other work not included in Items 1 through 9 (List Below) | 1 | LS | One Dollar | $ 1.00 | $ 1.00 |
| 10. | Payment and Performance Bond | 1 | LS | Seventy Eighty Thousand Two Hundred Fifty Five Dollars | $ 78,255.00 | $ 78,255.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):

Ten Million Nine Hundred Seventy Thousand Dollars
(In Words)

$ 10,970,000.00
(Numbers)

$ 10,970,000.00
Unit Price

$ 10,970,000.00
Total Price

NAME OF BIDDER: Prime Construction Group, Inc.

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

**SOLE PROPRIETORSHIP**

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: Prime Construction Group, Inc.

**A PARTNERSHIP**

_____ (SEAL)
(Partnership Name)

_____
(General Partner's Signature)

_____
(General Partner's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: Prime Construction Group, Inc.

**A CORPORATION**

Prime Construction Group, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Charles J. Brackett III
(Name of Peron Authorized to Sign)

President/CEO
(Title)

(Authorized Signature)

(CORPORATE SEAL)

ATTEST Wyatt H. Hazy, Vice President/COO (Secretary)

DOING BUSINESS AS: Prime Construction Group, Inc.

BUSINESS ADDRESS: 1000 Jetstream Drive, Orlando, FL 32824

TELEPHONE NUMBER: 407-856-8180

CORPORATE PRESIDENT: Charles J. Brackett III

FLORIDA LICENSE NO.: CGC1526668

NAME OF BIDDER: Prime Construction Group, Inc.

**A JOINT VENTURE**

BY _____ (SEAL)
(Name)

BY _____
(Address)

BY _____
(Name) (SEAL)

BY _____
(Address)

DOING BUSINESS AS: Prime Construction Group, Inc.

BUSINESS ADDRESS: 1000 Jetstream Drive, Orlando, FL 32824

TELEPHONE NUMBER: 407-856-8180

CORPORATE PRESIDENT: Charles J. Brackett III, President/CEO

FLORIDA LICENSE NO.: CGC1526668

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: Traveler's Casualty and Surety Company of America

Surety's Address: 1 Tower Square, Hartford, CT 01633

Name and Address of Surety's resident agent for service of process in Florida:
Benjamin French, Waldorff Insurance & Bonding
1110 N.W. 6th Street; Gainesville, FL 32601

END OF SECTION

# SECTION 00301
# BID FORM

DATE SUBMITTED: 8/12/2025

PROJECT IDENTIFICATION: Howey-in-the-Hills Water Treatment Plant No. 3

NAME OF BIDDER: Prime Construction Group, Inc.

BUSINESS ADDRESS: 1000 Jetstream Drive, Orlando, FL 32824

TELEPHONE NUMBER: 407-856-8180

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1526668

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has you organization been in business as a General Contractor?
   34+
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:
   Orange County Utilities - Y19-709 Western Regional Water Supply Improvements Phase 3B - $4,916,015.00 - Completed: 5/29/2020
   City of Orlando - Water Conserv WRF - Bioset System - $1,258,388.00 - Completed: 11/14/2016
   City of Casselberry - Casselberry Howell Park WTP Rehab - $2,956,740.00 - 4/26/2021
3. Have you ever failed to complete work awarded to you? If so, where and why?
   No
4. Name three (3) municipalities for which you haver performed work and to which you refer:
   Orange County Utilities - Terra Reffitt - terra.reffitt@ocfl.net
   City of Orlando - Kristina Fries - kristina.fries@cityoforlando.net
   City of Casselberry - Fred Schwarz - fschwarz@casselberry.org
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:
   Prime Construction Group, Inc. has inspected the site and does not anticipate any issues with performing this project.
6. Will you Subcontract any part of this Work? If so, describe which portions.
   Preconstruction Video, Survey, Material Testing, Asphalt Paving, Fence & Gate, Erosion Control, Landscaping, Sod, Concrete, Masonry, Painting & Coating, Instrumentation & Control, Electrical

7. What equipment do you own that is available for the Work?
   See attached equipment list.

8. What equipment will you purchase for the Work?
   None

9. What equipment will you rent for the Work?
   None

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

    Total Assets: $21,906,744.00

    Total Liabilities: $14,428,067.00

    Consolidated financial statements available upon request.

11. State the true and exact, correct, and complete name under which you do business. Bidder is:
    Prime Construction Group, Inc.

END OF SECTION

# EM Equipment

| Equipment Code | Description | Make | Model | Purchase Date |
|---|---|---|---|---|
| 1004-04 | JD 35G COMPACT EXC | JOHN DEERE | 35G | 10/27/16 |
| 1004-05 | JD 35G COMPACT EXC | JOHN DEERE | 35G | 5/18/17 |
| 1004-06 | JD 35G COMPACT EXC | JOHN DEERE | 35G | 3/21/18 |
| 1004-07 | JD 35G COMPACT EXC | JOHN DEERE | 35G | 5/20/19 |
| 1004-08 | CX36B COMPACT EXC | CASE | CX36B | 12/30/20 |
| 1004-09 | JD 35G COMPACT EXC | JOHN DEERE | 35G | 8/31/21 |
| 1004-10 | CX37C COMPACT EXC | CASE | CX37C | 8/8/23 |
| 1004-11 | CX37C COMPACT EXC | CASE | CX37C | 10/31/24 |
| 1005-01 | PC45MR-3 COMPACT EXCAVATOR | KOMATSU | PC45MR-3 | 9/30/14 |
| 1005-02 | PC45MR-5 COMPACT EXCAVATOR | KOMATSU | PC45MR-5 | 3/10/21 |
| 1006-01 | CX57C COMPACT EXCAVATOR | CASE | CX57C | 3/11/24 |
| 1010-01 | PC78MR-6 EXCAVATOR | KOMATSU | PC78MR-6 | 1/14/08 |
| 1010-02 | PC78US-11 EXCAVATOR | KOMATSU | PC78US-11 | 12/29/23 |
| 1016-01 | PC138USLC-10 EXCAVATOR | KOMATSU | PC138USLC-2EO | 7/14/14 |
| 1016-02 | PC138USLC-11 EXCAVATOR | KOMATSU | PC138USLC-11 | 11/7/22 |
| 1019-01 | EW180E WHEELED EXCAVATOR | VOLVO | EW180E | 1/21/22 |
| 1028-04 | PC228USLC-10 EXCAVATOR | KOMATSU | PC228USLC-10 | 10/14/16 |
| 1028-05 | PC238USLC-11 EXCAVATOR | KOMATSU | PC238USLC-11 | 3/25/21 |
| 1028-06 | PC238USLC-11 EXCAVATOR | KOMATSU | PC238USLC-11 | 12/3/21 |
| 1033-01 | PC300LC-7E0 EXCAVATOR | KOMATSU | PC300LC-7EO | 1/26/06 |
| 1040-01 | PC360LC-11 EXCAVATOR | KOMATSU | PC360LC-11 | 6/23/17 |
| 1040-02 | ZX350LC-6 EXCAVATOR | HITACHI | ZX350LC-6 | 11/14/23 |
| 1210-01 | JD 324K WHEEL LOADER | JOHN DEERE | 324K | 2/3/16 |
| 1210-02 | JD 304K WHEEL LOADER | JOHN DEERE | 304K | 8/26/19 |
| 1210-03 | 21F WHEEL LOADER | CASE | 21F | 12/26/24 |
| 1212-01 | WA200-7 WHEEL LOADER | KOMATSU | WA200-7 | 3/31/15 |
| 1212-03 | WA200-7 WHEEL LOADER | KOMATSU | WA200-7 | 6/23/17 |
| 1214-01 | WA250-5L WHEEL LOADER | KOMATSU | WA250-5 | 11/23/05 |
| 1214-03 | WA270-8 WHEEL LOADER | KOMATSU | WA270-8 | 3/18/20 |
| 1214-04 | WA270-8 WHEEL LOADER | KOMATSU | WA270-8 | 11/17/20 |
| 1214-05 | WA270-8 WHEEL LOADER | KOMATSU | WA270-8 | 6/17/21 |
| 1216-01 | WA380-5L WHEEL LOADER | KOMATSU | WA380-5L | 5/16/06 |
| 1216-02 | L110E WHEEL LOADER | VOLVO | L110E | 5/25/07 |
| 1216-03 | WA380-8 WHEEL LOADER | KOMATSU | WA380-8 | 12/7/22 |
| 1266-01 | 289D SKID LOADER, TRACK | CATERPILLAR | 289D CH2 | 9/30/14 |
| 1266-02 | S725TX MINI SKID STEER | VERMEER | S725TX | 8/18/21 |
| 1266-03 | 333G SKID LOADER, TRACK | JOHN DEERE | 333G | 1/18/22 |
| 1414-01 | JD 650K LGP DOZER | JOHN DEERE | 650K LGP | 9/21/22 |
| 1658-01 | SD70DTF ROLLER | INGERSOL RAND | SD70DTF | 12/23/04 |
| 1658-03 | BW124 DH-40 ROLLER | BOMAG | BW124 DH-40 | 12/30/15 |
| 1658-04 | HD12VV ROLLER | HAMM | HD12VV | 7/19/24 |
| 1810-01 | 5300 FARM TRACTOR | JOHN DEERE | 5300 | 4/12/94 |
| 1830-02 | SM300 BROOM | LAYMOR | SM300 | 5/20/16 |
| 1830-03 | SM300 BROOM | LAYMOR | SM300 | 7/18/16 |
| 1830-04 | SM300 BROOM | LAYMOR | SM300 | 4/13/21 |
| 1830-05 | SM300 BROOM | LAYMOR | SM300 | 11/2/21 |
| 1830-06 | SM300 BROOM | LAYMOR | SM300 | 3/15/22 |

| | | | | |
|---|---|---|---|---|
| 1866-02 | GR15 GENERATOR | GENERAC | MLG15M-STD2 | 5/27/20 |
| 1878-02 | 185 COMPRESSOR | SULLAIR | 49HP185DPQJDT4I | 12/12/19 |
| 1886-01 | MSP-JD-1676 4" DD PUMP | MYERS-SETH | MSP-JD-1676 | 4/12/05 |
| 1886-02 | MSP-JF-1813 4" DD PUMP | MYERS-SETH | MSP-A-DD-4/HA/T | 4/29/13 |
| 1886-03 | MSP-JE-1760 4" DD PUMP | MYERS-SETH | MSP-A-DD/HA/T | 2/2/06 |

PRIME CONSTRUCTION GROUP, INC.

"Our People make the difference with Pride, Integrity and Quality"

## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 21787 | Water Coserv II Chlorine Scales Replacement | $248,305 | $254,475 |
| **% Complete** | | **NTP** | **Final Completion** |
| | | 3/30/2021 | 12/3/2021 |

**Owner:**

City of Orlando
400 South Orange Avenue
Orlando, FL 32801
**Contact:** Kristina Fries
**Telephone:** (407) 246-3353
**E-Mail:** kristina.fries@cityoforlando.net

**Engineer:**

CPH
1117 E Robinson St
Orlando, FL, 32801
**Contact:** Scott Breintenstein
**Telephone:** (407) 425-0452
**E-Mail:** sbreitenstein@cphcorp.com

**Scope of Work**

Removal and the replacement of the chlorine scales, piping and controls to include electrical and instrumentation systems. System was rmoved and replaced in stages to prevent interription ins service.

PRIME CONSTRUCTION GROUP, INC.

"Our People make the difference with Pride, Integrity and Quality"

## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 19018 | Y20-706 Western Regional Supply Facility Improvements Phase 3A, Part 2 | $2,049,940 | $2,049,940 |
| **% Complete** | | **NTP** | **Final Completion** |
| | | 8/30/2022 | 11/2/2022 |

**Owner:**

Orange County Utilities
9150 Curry Ford Rd.
Orlando, FL, 32825
**Contact:** James Montalvo
**Telephone:** (407) 506-2120
**E-Mail:** james.montalvo@ocfl.net

**Engineer:**

Tetra Tech
201 E. Pine Steet
Orlando, FL 32801
**Contact:** Tim Vanderwalker
**Telephone:** (407) 839-3955
**E-Mail:** timothy.vanderwalker@tetratech.

**Scope of Work**

Part of the expansion of the Western Regional Supply Facility Improvements Phase 3A, Part 2. Included the conversion of the old chlorine building to a maintenance building.

Completion of the new finished water flow meter bypass, including installation of 2 EA 54" line stops and replacing the existing multi-path transit time flow meter with a 54" butterfly valve and the addition of butterfly valves on the new finished water flow meter line.

Building modifications were made to the fluoride building to include HVAC.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 19009 | Casselberry Howell Park WTP Rehab | $2,750,000 | $2,956,740 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 1/26/2020 | 4/26/2021 |

**Owner:**

City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707
**Contact:** Fred Schwarz
**Telephone:** (407) 262-7725
**E-Mail:** fschwarz@casselberry.org

**Engineer:**

CPH Engineers
117 East Robinson Street
Orlando, FL 32801
**Contact:** Scott Breitenstein, PE
**Telephone:** (407) 425-0452
**E-Mail:** SBreitenstein@cphcorp.com

**Scope of Work**

The project consisted of the demolition of several items including existing buildings and office, yard piping, pumps, chemical skids and tanks, flow meters, fuel tank and piping, fencing, landscaping, and electrical and instrumentation equipment. The construction of a New Chemical Building - including plumbing, lighting, HVAC, fixtures, roofing system, safety equipment, concrete formwork, and painting. The construction of a New High Service Pump, Electrical, and Operations Building - including pulling building permits, plumbing, lighting, HVAC, cabinetry, bathroom fixtures, roofing system, safety equipment, concrete formwork, and painting. The construction of new site piping to include water main and distribution systems to include flow meters, vales and fittings. Various site improvements to include Site Restoration, Sodding, Fencing/Wall, Landscaping, Access Driveway, Access Gate, and Detector Loop. Equipment furnished and installed including; new HSP's, New Orthopolyphosphate System - Including chemical skids, piping, and inRehabilijection points; Pre and Post Cl2 System - including chemical skids, piping, injection points, and chemical storage tanks; Fuel Oil Piping for Relocated Fuel Tank; grinder pump station and associated piping, including connection to off-site manhole. The project also included; Furnish and Install grinder pump station and associated piping, including connection to off-site manhole; Furnish and Install Coating System - Including all piping (12" dia.), fittings, valves, and pumps; Furnish and Install Coating System for exterior of 0.25 MGD Ground Storage Tank and 0.5 MGD Ground Storage Tank; Rehabilitate 0.25 MGD Ground Storage Tank and 0.5 MGD Ground Storage Tank. Clean, furnish and install coating system for interiors of both ground storage tanks. Minor screen and level gauge. Also included; New Electrical System including main breaker, ATS, Panel P1, VFDs, MCCs, transformer, disconnect switches, circuit breaker enclosures, starters, panelboards, shunt trips, all conduits and wire for a complete electrical system, and electrical testing. New complete SCADA system fully integrated into the City System.

Plant remained in use during construction.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 19001 | Y19-709 Western Regional Water Supply Improv Ph 3B | $4,899,720 | $4,916,015 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 5/6/2019 | 5/29/2020 |

**Owner:**

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
**Contact:** Terra Reffitt
**Telephone:** (407) 947-9802
**E-Mail:** terra.reffitt@ocfl.net

**Engineer:**

BFA
1230 Hillcrest Street
Orlando
**Contact:** Richard Burgan
**Telephone:** (407) 896-8606
**E-Mail:** RBurgan@bfaenvironmental.co

**Scope of Work**

Construct a new ground storage tank, build a well house for a new well (WR-11) and install three new well pumps.

The project consisted of various site work, grading, roadway construction and misc. improvements. The construction of a 2.0 Million Gallon prestressed concrete water storage tank, with various under slab, concrete encased pipe ranging from 12" to 54". The construction of several yard pipe runs and connections to existing utilities to include pipe sizes from 12" to 54" and valves sizing from 12" to 54". The removal and replacement of 2 vertical turbine pumps and the installation of one new pump. Each new pump were 150 HP. The construction one new well house building per Orange County Standards. Various electrical and instrumentation improvements and upgrades were made.

Pump Info:
3000 GPM
150 HP

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 711 | Y17-722 SWRF Sodium Hypochlorite Storage & Feed System | $2,764,940 | $2,775,868 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 7/10/2017 | 12/31/2018 |

**Owner:**

Orange County Utilities
9150 Curry Ford Road
Orlando,FL 32825
**Contact:** Terra Reffitt
**Telephone:** (407) 947-9802
**E-Mail:** terra.reffitt@ocfl.net

**Engineer:**

Reiss Engineering, Inc.
1016 Spring Vallas Pt.
Winter Springs, FL 32708
**Contact:** Melanie Peckham, P.E.
**Telephone:** (407) 679-5358
**E-Mail:** mdpeckham@reisseng.com

**Scope of Work**

Orange County building permit was required and obtained for the construction of Sodium Hypochlorite Storage & Feed S ystems: North System - Installation of three (3) new 15,600 gal. single-wall, vertical fiberglass reinforced plastic storage tanks under new metal roofed structure, three (3) simplex metering pump skids and one (1) triplex meting pump skid. South System - Installation of two (2) 9,900 gal. single-wall vertical fiberglass reinforced plastic storge tank under new metal roofed structure with concrete containment system, two (2) duplex metering pump skinds. Both systems include dosing points to the chlorine contact chamber and ROF controllers.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 684 | Water Conserv II WRF-Bioset System | $1,218,940 | $1,258,388 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 2/29/2016 | 11/14/2016 |

**Owner:**

City of Orlando
400 South Orange Avenue
Orlando, FL 32801
**Contact:** Kristi Fries
**Telephone:** (407) 246-3353
**E-Mail:** kristina.fries@cityoforlando.net

**Engineer:**

Black & Veatch
201 S. Orange Ave., Ste. 500
Orlando, FL 32801
**Contact:** Bryan M. Martin, P.E.
**Telephone:** (813) 892-3348
**E-Mail:** MartinB@bv.com

**Scope of Work**

Installation of owner provided Bioset Alkaline Stabilization System. The system includes reactor, piston pumps, lime silos, acid feeder, ammonia scrubber and all associated equipment and accessories. The project also included modifications to the existing Dewatering Building and Truck Loading Facility to accommodate the new equipment.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 674 | CC-0194-15 Soldier Creek Reg. Nutrient Rmv. Stormwater Treatment Facility | $6,696,716 | $6,693,165 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 12/25/2015 | 3/23/2017 |

**Owner:**

Seminole County
520 W. Lake Mary Boulevard
Sanford, FL 32771
**Contact:** Stephen L. Miller
**Telephone:** (407) 665-5654
**E-Mail:** smiller02@seminolecountyfl.go

**Engineer:**

England-Thims & Miller, Inc.
15265 E. Colonial Drive
Orlando, FL 32826
**Contact:** Robert Weinbender
**Telephone:** (407) 415-2274
**E-Mail:**

**Scope of Work**

Site work included, clearing and grubbing for new (larger) storm water retention pond access roads and misc site improvements. Seminole County building permit were required and obtained for a new treatment structure. Retrofit th3200 e existing retention pond at CR427 and Country Club Road using an Aluminum Sulfate Injection system. Redirecting Soldiers Creek via a diversion weir and intake structure to the facility through a box culvert. Installation of 300 LF of 48" RCP with MES, storm manholes and control structures. Additional RCP pipe was installed from 18" to 60" with connecting structures and MES at outfall into pond. Concrete walks, driveways and truck loading area were also installed. 720 SY of ACB mat was constructed (open/closed cell) while riprap, headwalls and 3,200 SY of stabilized access road were installed.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 654 | Y14-701 McCormick Road and Summer Lake Booster Pump Stations | $1,958,000 | $1,962,321 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 1/30/2015 | 9/1/2015 |

**Owner:**

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
**Contact:** James Montalvo
**Telephone:** (407) 506-2010
**E-Mail:** james.montalvo@ocfl.net

**Engineer:**

BFA Environmental
1230 E. Hillscrest Street
Orlando, FL 32803
**Contact:** Daniel Allen
**Telephone:** (407) 896-8608
**E-Mail:**

**Scope of Work**

Installation of two (2) new prefabricated booster pump station, associated concrete pads, misc. yard piping of 600 LF of 20" PVC and tie-in to the existing water systems. Installed 12" Magnetic Flow Meter.

Each booster station rated ate 2250 GPM

Electrical systems and controls also installed.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 574 | #2379 Water Conserv II Master Pump Station & Flow Equalization | $12,537,000 | $13,763,395 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 1/5/2010 | 3/5/2012 |

**Owner:**

City of Orlando
400 South Orange Avenue
Orlando, FL 32801
**Contact:** Steve Shelnutt
**Telephone:** (407) 509-5597
**E-Mail:** steve.shelnutt@cityoforlando.n

**Engineer:**

Brown & Caldwell
850 Trafalgar Court
Maitland, FL 32751
**Contact:** Mr. R. Scott Smith, PE
**Telephone:** (407) 661-9500
**E-Mail:**

**Scope of Work**

New 3-level 35' deep cast-in-place wet pit/dry raw sewage master pump station with five (five plex) 9,975 GPM (250 HP) raw sewage submersible pumps with variable frequency drives; 3.5 mg flow ground storage tanks, new precast concrete electrical bldg. (30' L x 21' W) , new master pump station influent junction box; modifications & rehabilitation of existing master pumping station systems with 54" x 24" RS Suction Header/Manifold & conversion to a transfer pumping station, modifications to the existing primary clarifiers and associated site, electrical, controls, mechanical, odor control unit with associated FRP pipe installed.

New primary treatment odor control system as well as treatment rehab.

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## Similar Projects:

| Job # | Project Name | Project Amt | Final Contract |
|---|---|---|---|
| 560 | Y7-783 South Water Reclamation Facility Influent & Pre-Treatment Structure Rehabilitation | $1,684,000 | $2,464,121 |
| **% Complete** | | **NTP** | **Final Completion** |
| 100 | | 2/25/2008 | 2/28/2009 |

**Owner:**

Orange County Utilities
9150 Curry Ford Road
Orlando, FL 32825
**Contact:** James Montalvo
**Telephone:** (407) 506-2120
**E-Mail:** james.montalvo@ocfl.net

**Engineer:**

Orange County Public Utilities
9150 Curry Ford Road
Orlando, FL 32825
**Contact:**
**Telephone:** (407) 254-9793
**E-Mail:**

**Scope of Work**

Structural rehabilitation of existing concrete structures. Restoration, demolition, removal, replace screening containers, sluice gates, demo/replace two effluent pipes, piping modifications, temporary bypass operations, removal of sludge from above ground tanks, lightweight concrete trough fill and grating adjustments and underground mechanical piping.

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: TLS Automation
Address: 640 Hayward Ave. N, Oakdale, MN 55128
Telephone Number: 651-430-0435
Trade: I&C Estimated Dollar Amount: $643,769.00

Firm Name: Armstrong Air & Electric
Address: 671 Business Park Blvd., Winter Garden, FL 34787
Telephone Number: 407-877-8090 x335
Trade: HVAC Estimated Dollar Amount: $91,000.00

Firm Name: Central Florida Construction Walls
Address: 4985 Hoffner Ave. Suite 3, Orlando, FL 32812
Telephone Number: 407-377-7170
Trade: Concrete Estimated Dollar Amount: $200,000.00

Firm Name: Precision Construction, LLC
Address: 2901 E Irlo Bronson Memorial Hwy, STE A, Kissimmee, FL 34744
Telephone Number: 407-718-4089
Trade: Masonry Estimated Dollar Amount: $176,000.00

Firm Name: Middlesex Asphalt LLC
Address: 10705 Cosmonaut Blvd, Orlando, FL 32824
Telephone Number: 407-206-0078
Trade: Asphalt Paving Estimated Dollar Amount: $100,000.00

Firm Name: Precon Corporation
Address: 115 SW 140th Terrace, Newberry, FL 32669
Telephone Number: 352-332-1200
Trade: Ground Storage Tank Estimated Dollar Amount: $1,036,000.00

Firm Name: Carter Electric, Inc.
Address: 450 Marshall Lake Rd., Apopka, FL 32703
Telephone Number: 407-814-2677
Trade: Electrical Estimated Dollar Amount: $2,089,677.00

END OF SECTION

# SECTION 00410
# BID BOND
## BIDDER CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Prime Construction Group, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) FIVE percent of the amount bid for the payment of which, well and truly to be made, we herby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 28th day of July 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Howey-in-the-Hills, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Howey-in-the-Hills Water Treatment Plant No. 3 project.

NOW THEREFORE:

A. The term "bid" as used herein included a bid, offer, or proposal as applicable.

B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Biding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

C. This obligation shall be null and void if:

   1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2. All bids are rejected by Owner, or

   3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)

D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.

H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable stature, then the provision of said stature shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

Principal (Print Full Name):
Prime Construction Group, Inc.

By: _____(L.S)

Title: Charles J. Brackett III, President/CEO

Attest: _____

Signature and Title: Wyatt H. Hazy
Vice President/COO

Surety (Print Full Name):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Surety's Name and Corporate Seal

By: _____

Signature (attach Power of Attorney)

Title: Benjamin H. French, Attorney-in-Fact & FL Resident Agent

Attest: _____

Signature and Title J.E.S Webb, Account Executive

IMPORTANT – Surety companies executing bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

PRIME CONSTRUCTION GROUP, INC. CORPORATE SEAL 1994 FLORIDA

END OF SECTION

TRAVELERS

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

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN H FRENCH, Pamela L Jarman, PAUL A LOCASCIO, TRAVA RIDLON, REBEKAH F SHARP, L Dale Waldorff, and K Wayne Walker of Fort Walton Beach, Florida,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN.
TRAVELERS CASUALTY AND SURETY COMPANY — HARTFORD, CONN.
ST PAUL FIRE AND MARINE INSURANCE COMPANY — CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28 day of July , 2025 .

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN.
TRAVELERS CASUALTY AND SURETY COMPANY — HARTFORD, CONN.
ST PAUL FIRE AND MARINE INSURANCE COMPANY — CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

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

# SECTION 00420
# CORPORATE RESOLUTION

## BIDDER CERTIFICATION

I, Wyatt H. Hazy, Secretary of Prime Construction Group, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that a meeting of the Board of Directors of the Corporation duly called and held of August 12th, 2025 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to Town of Howey-In-The-Hills for the construction of Water Treatment Plant No. 3.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

| NAME | OFFICE | OFFICIAL SIGNATURE |
|---|---|---|
| Charles J. Brackett III | President/CEO/Treasurer | |
| Wyatt H. Hazy | Vice President/COO/Secretary | |
| | | |
| | | |

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 12th day of August, 2025.

END OF SECTION

# SECTION 00480
# NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Orange

Charles J. Brackett III, being first duly sworn deposes and says that:

A. He is the President/CEO, of Prime Construction Group, Inc., the Bidder that has submitted the attached Bid.

B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

C. Such Bid is genuine and is not a collusive of sham Bid.

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.

E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____

Sworn and subscribed to before me this 12th day of August, 2025, in the State of Florida, County of Orange.

_____ Notary Public

My Commission Expires: 5/16/2029

END OF SECTION

ZACHARY FIELDS
Notary Public - State of Florida
Commission # HH 646334
My Comm. Expires May 16, 2029
Bonded through National Notary Assn.

# SECTION 00490
# TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P Trench Safety Standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost:

Project Name: Town of Howey-in-the-Hills Water Treatment Plant No. 3

Nine Thousand Dollars

(Cost in Words)

TOTAL: $9,000.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Prime Construction Group, Inc. DATE: 8/12/2025

BY: _____

Charles J. Brackett III, President/CEO

END OF SECTION

PRIME
CONSTRUCTION GROUP, INC.

**Howey-In-The-Hills**

**Water Treatment Plant #3**

*Exceptions or Deviations from the Project Specifications*

Prime Construction Group, Inc. has reviewed the plans and specifications for this project, including all addenda incorporated into the bid specifications and plans. Prime Construction Group, Inc. has determined there are no anticipated exceptions or deviations from the project specifications.

Thank you,

Charles J. Brackett III

President/CEO

## BIDDER CERTIFICATION

"I, the undersigned, certify I have received all addenda. I understand timely commencement/delivery may be considered in award of bis, and cancellation of bid/award will be considered if commencement/delivery time is not met, and untimely delivery may cause for assessment of liquidated damages claims. I certify the equipment, or products meet or exceed the Specification, and the undersigned declares I have carefully examined any and all plant, blueprints, specifications, terms and conditions as applicable for this bid, and I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for a fraudulent purpose."

Signature: _____ Date: 8/12/2025

Printed name: Charles J. Brackett III Title: President/CEO

Company: Prime Construction Group, Inc. Phone number: 407-856-8180

Address: 1000 Jetstream Drive City/State: Orlando/FL Zip: 32824

Email address: cbrackett@primeconstructiongroup.com Fax number: 407-856-8182

# DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

Prime Construction Group, Inc.

(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify the above-named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

8/12/2025

Date signed

State of: Florida

County of: Orange

Sworn to (or affirmed) and subscribed before me this 12th date of August 2025

By X physical presence or ___ online notarization.

Personally known X or Produced Identification _____

(Specify Type of Identification)

Signature of Notary

ZACHARY FIELDS
Notary Public - State of Florida
Commission # HH 646334
My Comm. Expires May 16, 2029
Bonded through National Notary Assn.

My Commission Expires 5/16/2025

END OF SECTION

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2025

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

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

| PRODUCER | CONTACT NAME: Cindy Jett, ARM, CRIS |
|---|---|
| M.E. Wilson Company, LLC<br>dba Waldorff Insurance & Bonding; dba Underwood Anderson Insurance<br>300 West Platt Street<br>Tampa, FL 33606 | PHONE (A/C, No, Ext): 813-349-2231 FAX (A/C, No): 813-229-2795<br>E-MAIL ADDRESS: cjett@mewilson.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Prime Construction Group, Inc.<br>1000 Jetstream Dr.<br>Orlando, FL 32824 | INSURER A : Zurich American Insurance Company | 16535 |
| | INSURER B : XL Specialty Insurance Co | 37885 |
| | INSURER C : Great American Ins. Co. | 16691 |
| | INSURER D : Homeland Insurance Co of New York | 34452 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 144256 **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 | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | GLO353849902 | 03-01-2025 | 03-01-2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BAP353850002 | 03-01-2025 | 03-01-2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP Limit | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | TUU422914403 | 03-01-2025 | 03-01-2026 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC353849802 | 03-01-2025 | 03-01-2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Leased/Rented Equipment | | | UM00101185MA24A | 03-01-2025 | 03-01-2026 | Per Item | 600,000 |

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

**CERTIFICATE HOLDER**

Bid Purposes

**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

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| M.E. Wilson Company, LLC | Prime Construction Group, Inc. |
| POLICY NUMBER | |
| CARRIER / NAICCODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

| INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|---|
| INSURER G : | | INSURER J : | |
| INSURER H : | | INSURER K : | |
| INSURER I : | | INSURER L : | |

| | TYPE OF INSURANCE | AI | POLICY EFF | | |
|---|---|---|---|---|---|
| B | Builders Risk | ☐ | 03-01-2025 | Aggregate | $ 10,000,000 |
| | | WOS | POLICY EXP | | $ |
| | POLICY NUMBER | ☐ | 03-01-2026 | | $ |
| | UM00101185MA24A | | | | $ |

| | TYPE OF INSURANCE | AI | POLICY EFF | | |
|---|---|---|---|---|---|
| D | Pollution Liability | ☐ | 03-01-2025 | Per Each Condition | $ 1,000,000 |
| | | WOS | POLICY EXP | | $ |
| | POLICY NUMBER | ☐ | 03-01-2026 | | $ |
| | 7930106530003 | | | | $ |

| | TYPE OF INSURANCE | AI | POLICY EFF | | |
|---|---|---|---|---|---|
| | | ☐ | | | $ |
| | | WOS | POLICY EXP | | $ |
| | POLICY NUMBER | ☐ | | | $ |
| | | | | | $ |

| | TYPE OF INSURANCE | AI | POLICY EFF | | |
|---|---|---|---|---|---|
| | | ☐ | | | $ |
| | | WOS | POLICY EXP | | $ |
| | POLICY NUMBER | ☐ | | | $ |
| | | | | | $ |

| | TYPE OF INSURANCE | AI | POLICY EFF | | |
|---|---|---|---|---|---|
| | | ☐ | | | $ |
| | | WOS | POLICY EXP | | $ |
| | POLICY NUMBER | ☐ | | | $ |
| | | | | | $ |

| | TYPE OF INSURANCE | AI | POLICY EFF | | |
|---|---|---|---|---|---|
| | | ☐ | | | $ |
| | | WOS | POLICY EXP | | $ |
| | POLICY NUMBER | ☐ | | | $ |
| | | | | | $ |



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## BRACKETT, CHARLES JOSEPH III

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO FL 32824

**LICENSE NUMBER: CGC1526668**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/06/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# 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

## HAZY, WYATT HAYATO

PRIME CONSTRUCTION GROUP, INC.
1000 JETSTREAM DRIVE
ORLANDO FL 32824

**LICENSE NUMBER: CUC1225568**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/13/2024

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.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PRIME CONSTRUCTION GROUP, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1000 JETSTREAM DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

ORLANDO, FL 32824

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 3 | 2 | 1 | 0 | 3 | 3 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person [signature] Date 8/12/25

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NAME OF BIDDER: Sawcross, Inc.

# SECTION 00300
# BID FORM

DATE SUBMITTED: August 12, 2025

PROJECT IDENTIFICATION: Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737
Town of Howey-in-the-Hills BID NO. RFB 2025-007

NAME OF BIDDER: Sawcross, Inc.

BUSINESS ADDRESS: 10970 New Berlin Rd, Jacksonville, FL 32226

TELEPHONE NUMBER: 904-751-7500

CONTRACTOR'S FLORIDA LICENSE NO.: CGC036203

THIS BID IS SUBMITTED TO: Morgan Cates
Public Services Director
Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737

A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

| | | | |
|---|---|---|---|
| No. 1 | Dated: 7/21/2025 | No. | Dated: |
| No. 2 | Dated: 7/23/2025 | No. | Dated: |
| No. 3 | Dated: 7/31/2025 | No. | Dated: |
| No. 4 | Dated: 8/7/2025 | No. | Dated: |
| No. | Dated: | No. | Dated: |
| No. | Dated: | No. | Dated: |

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

NAME OF BIDDER: Sawcross, Inc.

3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:

1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

NAME OF BIDDER: Sawcross, Inc.

Documents, by authorization of the Owner, the Unit Prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis or payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.
4. All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
5. Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

E. The following documents are attached to and made a condition of this Bid:

1. Bid security (surety bond or cashier's check)
2. Power of Attorney (for surety bond only)
3. Questionnaire (Bidding Documents, Section 00301)
4. Subcontractor Listing (Bidding Documents, Section 00301-A)
5. Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420)
6. Non-collusion Affidavit (Bidding Documents, Section 00480)
7. Trench Safety Affidavit (Bidding Documents, Section 00490)
8. A separate sheet(s) clearly identified and numbered, of exceptions or deviations from the Specifications. N/A - NO EXCEPTIONS OR DEVIATIONS
9. Bidder Certification (Bidding Documents, Section 00020)
10. Drug Free Work Place Certificate (Bidding Documents, Section 00020)
11. Certificate of Insurability

F. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

H. The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

| Item | Description | Estimated Quantity | Unit | Unit Price (In Words) | Unit Price (Numbers) | Total Price (Numbers) |
|---|---|---|---|---|---|---|
| 1. | General Requirements | 1 | LS | five hundred Thousand Dollar | 500,000.00 | 500,000.00 |
| 2. | Mobilization/Demobilization | 1 | LS | four hundred fifty thousand | 450,000.00 | 450,000.00 |
| 3. | Indemnification ($1,000 min.) | 1 | LS | one Thousand Dollars | 1,000.00 | 1,000.00 |
| 4. | Town of Howey-in-the-Hills Permitting (Allowance) | 1 | Allowance | Ten Thousand Dollars | $10,000.00 | $10,000.00 |
| 5. | Office Furnishings (Allowance) | 1 | Allowance | Twenty-Five Thousand Dollars | $25,000.00 | $25,000.00 |
| 6. | Material Testing as Specified in Section 01410 (Allowance) | 1 | Allowance | Fifteen Thousand Dollars | $15,000.00 | $15,000.00 |
| 7. | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | Fifty Thousand Dollars | $50,000.00 | $50,000.00 |
| 8. | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | Six million one hundred eight five thousand Dollar | 6,185,000.00 | 6,185,000.00 |
| 9. | All other work not included in Items 1 through 9 (List Below) | 1 | LS | three million seven hundred Sixty Thousand dollars | 3,760,000.00 | 3,760,000.00 |
| 10. | Payment and Performance Bond | 1 | LS | one hundred and fifty Thousand | 150,000.00 | 150,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):

Eleven million one hundred forty-six thousand dollars (In Words) $11,146,600.00 (Numbers)

$11,146,000.00 Unit Price $11,146,000.00 Total Price

NAME OF BIDDER: Sawcross, Inc.

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

**SOLE PROPRIETORSHIP**

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: Sawcross, Inc.

**A PARTNERSHIP**

_____ (SEAL)
(Partnership Name)

_____
(General Partner's Signature)

_____
(General Partner's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: Sawcross, Inc.

**A CORPORATION**

Sawcross, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Mark Hickinbotham
(Name of Person Authorized to Sign)

President
(Title)

(Authorized Signature)

SAWCROSS, INC. CORPORATE SEAL 1992 FLORIDA

(CORPORATE SEAL)

ATTEST Frances Hickinbotham
(Secretary)

DOING BUSINESS AS: Sawcross, Inc.

BUSINESS ADDRESS: 10970 New Berlin Rd, Jacksonville, FL 32226

TELEPHONE NUMBER: 904-751-7500

CORPORATE PRESIDENT: Mark Hickinbotham

FLORIDA LICENSE NO.: CGC036203

NAME OF BIDDER: Sawcross, Inc.

**A JOINT VENTURE**

BY _____ (SEAL)
(Name)

BY _____
(Address)

BY _____
(Name)

BY _____ (SEAL)
(Address)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

CORPORATE PRESIDENT: _____

FLORIDA LICENSE NO.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: _____

Surety's Address: _____

_____

Name and Address of Surety's resident agent for service of process in Florida:

_____

_____

END OF SECTION

# SECTION 00301
# BID FORM

DATE SUBMITTED: 8/12/2025

PROJECT IDENTIFICATION: Howey-in-the-Hills Water Treatment Plant No. 3

NAME OF BIDDER: Sawcross, Inc.

BUSINESS ADDRESS: 10970 New Berlin Rd, Jacksonville, FL 32226

TELEPHONE NUMBER: 904-751-7500

CONTRACTOR'S FLORIDA LICENSE NO.: CGC036203

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has you organization been in business as a General Contractor?
   33 Years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:
   Sanford Main Water Treatment Plant Improvements - February 2024
   Construction of a new 2-story Main WTP Operations Building - Included: installation of chemical feed, storage and pumping systems, electrical, controls, SCADA, and site work.
3. Have you ever failed to complete work awarded to you? If so, where and why?
   No.
4. Name three (3) municipalities for which you haver performed work and to which you refer:
   Jacksonville Electric Authority (JEA) - Dean Llewellyn, llewd@jea.com, 904-580-0899
   St. Johns County - Jim Overton, joverton@sjcfl.us, 904-209-2614
   City of Eustis - Rick Gierok, gierokr@ci.eustis.fl.us, 352-483-5480
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:
   Yes, no anticipated problems.
6. Will you Subcontract any part of this Work? If so, describe which portions.
   Yes; Electrical, Prestressed tank, PIC's & Roofing.

7. What equipment do you own that is available for the Work?
   See attached list.

8. What equipment will you purchase for the Work?
   None.

9. What equipment will you rent for the Work?
   None.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).
    Current Assets: $29,319,455.00
    Current Liabilities: $21,006,929.00

11. State the true and exact, correct, and complete name under which you do business. Bidder is:
    Sawcross, Inc.

END OF SECTION

## Sanford Main Water Treatment Plant Improvements

Sanford, Florida

The work consists of construction of a new 2-story Main WTP Operations Building to include an Operations Center Control room, meeting/breakroom, laboratory, administrative offices, high service pumping room, restrooms, reception area, electrical and mechanical rooms, chemical storage rooms, etc. The installation of pumping piping, valving, and metering systems. Installation of chemical feed, storage and pumping systems. Electrical, controls, and instrumentation system improvements, SCADA system improvements, diesel engine driven generator with weatherproof enclosure, facility wall, fencing, lighting and security systems. Site work, yard piping, stormwater management system improvements, plant internal roadway improvements, signage, landscaping, sodding, facility irrigation system, and miscellaneous appurtenances and ancillaries. Demolition of two on-site buildings (the existing WTP operations/pumping building and the one-story office building) and all associated infrastructure and the legal disposal of all demolished materials after the new Main WTP Operations Building is constructed and all systems and equipment have passed demonstration tests and are operational.

**OWNER**
City of Sanford, Florida
300 North Park Avenue
PO Box 1788
Sanford, FL 32771
Richard Casella
(407) 688-5095
Richard.casella@sanfordfl.gov

**ENGINEER**
CPH, Inc.
500 W Fulton St
Sanford, FL 32771
Rocco Nasso
(407) 322-6841
rnasso@cphcorp.com

**Project Type**
Bid/Build

**Contract Amount**
$8,081,142.10

**Notice To Proceed**
February, 2021

**Contract Substantial Completion**
February 2024

**Actual Substantial Completion**
February 2024

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

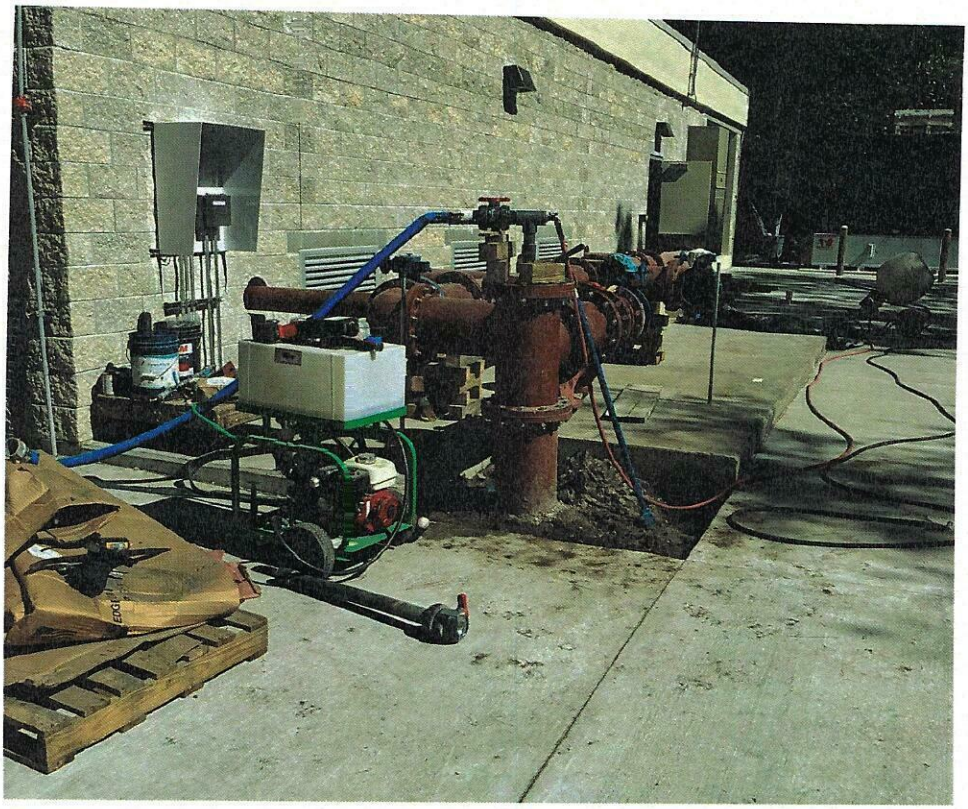
10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

# Lofton Oaks WTP Improvements

Yulee, Florida



The project consisted of implementing improvements to the existing Lofton Oaks Water Treatment Plant (WTP) to supplement demands within JEA's Nassau Grid. This provided a finished water capacity of 2.83 million gallons per day (mgd) on a maximum day demand (MDD) basis production. A new 0.20-million-gallon (MG) ground storage tank (GST) increased the finished water on-site storage. Two (2) new high service pumps (HSPs) rated at 480-gpm capacity, one new HSP rated at 1,000-gpm capacity, each equipped with variable frequency drives (VFDs) which served as the firm capacity of the plant. An existing 480-gpm pump was reinstalled to serve as a back-up pump. A new 2,000-gallon Bulk Sodium Hypochlorite Storage tank and feed equipment for disinfection was provided. A new high service pump building, with an electrical room, unisex toilet, a chemical metering room and chemical storage area was provided. A new 350 kW emergency power generator and a 1,000-gallon above ground fuel tank provided emergency WTP operations at the current firm capacity.

**OWNER**
Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
Dean Llewellyn
904-580-0899
llewd@jea.com

**ENGINEER**
Ardurra Engineering
100 Center Creek Rd, Suite 108
St. Augustine, FL 32084
Dave Rasmussen
407-334-8877
drasmussen@ardurra.com

**Project Type**
Bid/Build

**Contract Amount**
$5,717,800.00

**Notice To Proceed**
July 2022

**Contract Substantial Completion**
April 2024

**Actual Substantial Completion**
April 2024

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

# SJC Northwest Water Treatment Plant
## Phase 1 Expansion

Saint Augustine, Florida

The project consisted of the Phase 1 expansion of the Northwest Water Treatment Plant from 6 MGD to 9 MGD. This expansion included: modifications to the existing CO2 PSF panels; one new 91-ton carbon dioxide storage tank; one new clearwell complex that included a new 3.0 MGD degasification tower, two new biotrickling odor control filters, each with a rated capacity of 13,500 scfm, one new 9,000 scfm centrifugal blower, three new 2,100 gpm VFD vertical turbine transfer pumps, chemical piping additions for sodium hypochlorite and sodium hydroxide, sample pumps and piping; modifications to Clearwell complex No. 1 which included demolition and removal of the existing chemical odor control scrubber, replacement of the existing centrifugal blowers with two new 9,000 scfm centrifugal blowers, modifications to the FRP ductwork, removal of 3 existing horizontal split case transfer pumps and the addition of 2 new 2,100 gpm VFD vertical turbine transfer pumps; modifications to the HSP station to increase capacity from 13.6 MGD to 18.1 MGD PHF which included the removal of HSPs 1, 2, 3, & 4 and replacement with 3 new VFD 3,150 gpm HSPs for pump slots 2, 3, & 4; the addition of two new NaOCl metering pumps and modifications to the chemical feed application points for the sodium hypochlorite and sodium hydroxide that serve the existing chemical odor control scrubber; as well as all other site work, landscaping, and demolition not mentioned above.

**OWNER**
St. Johns County
Utility Department
1205 State Road 16,
Saint Augustine, FL 32084
Jim Overton
Project Manager
3390 International Golf Parkway,
Saint Augustine, FL 32084
(904)209-2614
overtonjj@cdmsmith.com

**ENGINEER**
CDM Smith
4651 Salisbury Road
Suite 420,
Jacksonville, FL 32256
Yanni Polematidis, P.E.
(904)527-6722
PolematidisIM@cdmsmith.com

**Project Type**
Bid/Build

**Original Contract Amount**
$6,834,000.00

**Final Contract Amount**
$6,834,000.00

**Notice To Proceed Date**
November, 2019

**Contract Substantial Completion**
June, 2021

**Actual Substantial Completion**
June, 2021

SAWCROSS
Contractors & Engineers

CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

# Eastern Wastewater Treatment Plant Expansion

Eustis, Florida

This project included the construction of a 1.0-MGD expansion to the existing 0.3-MGD Eastern Wastewater Treatment Plant for the City of Eustis. The project includes a 1.0-MGD Biological Treatment Unit (BTU) including a Screening Structure, Master Submersible Influent Pump Station with two (2) 1,500 gpm submersible pumps, MLE Process Basins, Clarifiers, Filters, Chlorine Contact Chamber, Effluent Transfer Pump Station with two 1,500 gpm vertical turbine reclaim water pumps, three (3) 6-inch return activated sludge pumps, Hypochlorite System, Blower/Electrical Building, and associated piping, site work, paving, grading, equipment, variable speed drives, electrical including service entrance and an emergency power generator and fuel storage tank, instrumentation and controls (I&C) including instruments and SCADA, and miscellaneous appurtenances necessary for system operation, Work consists of furnishing all labor, equipment, and materials for the construction of the facility. Due to immediate need for additional capacity, a unique design approach was necessary to expedite the project schedule, which led to the project preliminary design and final design being completed within seven (7) months. Additionally, the construction was required to be completed within one (1) year and pre-purchase of long lead equipment was done to expedite the construction schedule. This meets the package plant qualification requirement as stated in section 00111—Advertisement for Bids.

**OWNER**
City of Eustis,
Purchasing Department, City Hall
10 North Grove Street,
3rd Floor
Eustis, FL 32726
Rick Gierok, P.E.
(352) 483-5480 office
(321) 388-7485 mobile
gierokr@ci.eustis.fl.us

**ENGINEER**
Reiss Engineering, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708
Scott Hoxworth, P.E.
(407) 679-5358
swhoxworth@reisseng.com

**Project Type**
Bid/Build

**Original Contract Amount**
$7,454,000.00

**Final Contract Amount**
$7,501,069.66

**Notice To Proceed Date**
April 2017

**Contract Substantial Completion**
July 2018
**Actual Substantial Completion**
June 2018

**Project Manager**
Kevin DiQuisto

**Lead Field Superintendent**
Tom Carter

**SAWCROSS, INC.**
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

SAWCROSS
Contractors & Engineers
CGC 036203 EB8465

## CURRENT COMPANY OWNED EQUIPMENT LIST as of 6/10/2025

| EQUIPMENT DESCRIPTION | AVAILABLE FOR PROJECT | EQUIPMENT DESCRIPTION | AVAILABLE FOR PROJECT | EQUIPMENT DESCRIPTION | AVAILABLE FOR PROJECT |
|---|---|---|---|---|---|
| Trackhoe 330 2022 | X | Trackhoe Komatsu 210 2014 | X | Skidsteer John Deere CT332 2007 | X |
| Loader 930 2021 | X | Minihoe Cat 305E2 2016 | X | Telehandler 2013 Cat TL642 | X |
| Roller CatCS54B 2020 | X | Backhoe Cat420F2IT 2015 **(2)** | X | Backhoe Cat420DIT 2005 | X |
| Dozer CatD3G 2005 | X | Skidsteer Cat289D3 2020 | X | Telehandler CatTL943C 2014 **(2)** | X |
| Skidsteer Cat289D3 2021 | X | Roller Bomag BW 1770-5 2018 | X | Skidsteer Cat289D 2018 | X |
| Minihoe Cat306 2022 | X | Pump MSP HD-150 2022 | X | Fork Lift Doosan D455-7 | X |
| Genie Z45/25 2020 | X | Trackhoe Cat308E 2016 | X | Minihoe Cat303E 2021 | X |
| Crane Grove QRT 655 2019 | X | Telehandler CatTL943C 2013 | X | Scissor Lift Genie 2014 | X |
| Gator John Deere S4 2021 **(2)** | X | Backhoe Cat420EIT 2006 | X | Scissor Lift JLG 263ES 2017 | X |
| Trackhoe Cat335F 2014 | X | Trackhoe 320 2019 **(2)** | X | Sweeper Lay-Mor SM300 | X |
| Trackhoe Cat314 2014 | X | Dozer CatD-5K 2016 | X | Double D. Pump 4" yellow 2018 **(2)** | X |
| Hydrema 912HM 2019 **(2)** | X | Telehandler CAT TL1255D 2018 **(2)** | X | Gator John Deere 835 2019 **(2)** | X |
| Telehandler Cat TH360B 2003 | X | Backhoe CAT420F2IT 2016 | X | Trackhoe 308E 2017 | X |
| Minihoe Cat 305E 2014 | X | Minihoe Volvo ECP38 2014 | X | Skidsteer Cat257D 2016 | X |
| Skidsteer Cat289D3 2019 | X | Skidsteer Cat289D3 2022 | X | Genie Z45/25 2005 | X |
| Roller HAMM 2019 | X | Genie 260/34 2009 | X | John Deere Tractor 3038 | X |
| Double D. Gray Pump 6" yellow **(4)** | X | Double D. Gray Pump 6" 2021 **(2)** | X | Roller CatCB114C 2007 | X |
| Jet Pump 6"x3" Pioneer 2011 | X | Gator John Deere S4 2018 | X | Water Trailer Multi Quip WT5 | X |
| Skidsteer Cat 257D 2017 | X | Gator John Deere 835 2022 | X | Double. D Pump 4" green | X |
| Backhoe CAt420F 2014 | X | Skidsteer Cat257D 2018 | X | Skidsteer Cat299XPS 2018 | X |
| Dozer Cat D-3 2022 | X | Minihoe Cat305E2CR 2017 | X | Gator John Deere 835 2018 | X |
| Trackhoe Komatsu 228 2004 | X | Telehandler CatTL1055D 2018 | X | Skidsteer John Deere 2015 | X |
| Loader Cat 930K 2011 | X | Scissor Lift JLG 1930ES | X | Telehandler CatTH340B | X |
| Skidsteer Cat 257D 2015 | X | Gator John Deere S2 2014 | X | | |
| Double D. Pump 6" blue 2022 | X | Gator John Deere S4 2014 **(3)** | X | | |
| Gator John Deere S4 2019 **(3)** | X | Trackhoe Cat308E2CR 2017 **(2)** | X | | |

# SECTION 00301-A
## SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

Firm Name: TLS automation (TLC)
Address: 640 Heyward Ave N, Oakdale, MN 55128
Telephone Number: 951-436-0435
Trade: I+C Estimated Dollar Amount: $643,769.00

Firm Name: Carter Electric
Address: 450 marshall Lake rd, Apopka FL 32703
Telephone Number: 407-814-2697
Trade: Electrical Estimated Dollar Amount: $1,917,752.00

Firm Name: Precon Corporation
Address: 115 SW 140th tarrance, Newberry FL 32669
Telephone Number:
Trade: Prestressed tank Estimated Dollar Amount: $1,056,000.00

Firm Name:
Address:
Telephone Number:
Trade: Estimated Dollar Amount: $

Firm Name:
Address:
Telephone Number:
Trade: Estimated Dollar Amount: $

Firm Name:
Address:
Telephone Number:
Trade: Estimated Dollar Amount: $

Firm Name:
Address:
Telephone Number:
Trade: Estimated Dollar Amount: $

END OF SECTION

# SECTION 00410
## BID BOND
### BIDDER CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Sawcross, Inc. as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) 5% of Bid for the payment of which, well and truly to be made, we herby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 28th day of July 20 25.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Howey-in-the-Hills, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Howey-in-the-Hills Water Treatment Plant No. 3 project.

NOW THEREFORE:

A. The term "bid" as used herein included a bid, offer, or proposal as applicable.

B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Biding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

C. This obligation shall be null and void if:

1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
2. All bids are rejected by Owner, or
3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)

D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.

H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable stature, then the provision of said stature shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

Principal (Print Full Name):
Sawcross, Inc.

By: _____ (L.S)

Title: Mark Hickinbotham, President

Attest: _____

Mikayla Parker
Witness

Signature and Title

Surety (Print Full Name):
Swiss Re Corporate Solutions America Insurance Corporation (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (attach Power of Attorney)

Title: April L. Lively
Attorney-in-Fact & FL Licensed Resident Agent

Attest: _____

Christine Morton
Witness

Signature and Title

IMPORTANT – Surety companies executing bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

Inquiries: (407) 834-0022

END OF SECTION

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri. and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN DEFOE,
M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS,
WESLEY MATT ADCOCK and AMANDA JO HERSTINE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of JUNE, 20 24

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss

On this 28TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of July, 20 25.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

# SECTION 00420
# CORPORATE RESOLUTION

## BIDDER CERTIFICATION

I, Frances Hickinbotham, Secretary of Sawcross, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that a meeting of the Board of Directors of the Corporation duly called and held of August 14th, 20 25 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to Town of Howey-in-the-Hills for the construction of Water Treatment Plant No. 3.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

| NAME | OFFICE | OFFICIAL SIGNATURE |
|---|---|---|
| Mark Hickinbotham | President | |
| | | |
| | | |
| | | |

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 12th day of August, 20 25.

END OF SECTION

Frances Hickinbotham,
Secretary

# SECTION 00480
# NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Duval

Mark Hickinbotham, being first duly sworn deposes and says that:

A. He is the President, of Sawcross, Inc., the Bidder that has submitted the attached Bid.

B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

C. Such Bid is genuine and is not a collusive of sham Bid.

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.

E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____ Mark Hickinbotham, President

Sworn and subscribed to before me this 12th day of August, 2025, in the State of Florida, County of Duval.

_____ Notary Public

My Commission Expires: 5/12/2026

MIKAYLA PARKER
Commission # HH 264047
Expires May 12, 2028

END OF SECTION

# SECTION 00490
# TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P Trench Safety Standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost:

Project Name: Town of Howey-in-the-Hills Water Treatment Plant No. 3

NINE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS.

(Cost in Words)

TOTAL: $ 9,800.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Sawcross, Inc. DATE: 8/12/2025

BY: _____ Mark Hickinbotham, President

END OF SECTION

# BIDDER CERTIFICATION

"I, the undersigned, certify I have received all addenda. I understand timely commencement/delivery may be considered in award of bis, and cancellation of bid/award will be considered if commencement/delivery time is not met, and untimely delivery may cause for assessment of liquidated damages claims. I certify the equipment, or products meet or exceed the Specification, and the undersigned declares I have carefully examined any and all plant, blueprints, specifications, terms and conditions as applicable for this bid, and I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for a fraudulent purpose."

Signature: _____ Date: 8/12/2025

Printed name: Mark Hickinbotham Title: President

Company: Sawcross, Inc. Phone number: 904-751-7500

Address: 10970 New Berlin Rd City/State: Jacksonville,FL Zip: 32226

Email address: markh@sawcross.com Fax number: 904-751-0600

# DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

Sawcross, Inc.
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify the above-named business, firm or corporation complies fully with the requirements set forth herein."

Mark Hickinbotham, President — Authorized Signature

8/12/2025
Date signed

State of: Florida

County of: Duval

Sworn to (or affirmed) and subscribed before me this 12th date of August 20 25

By X physical presence or ___ online notarization.

Personally known X or Produced Identification _____
(Specify Type of Identification)

MIKAYLA PARKER
Commission # HH 264047
Expires May 12, 2026

Signature of Notary

My Commission Expires 5/12/2026

END OF SECTION

# ADDENDUM NO. 1

**DATE:** July 21, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- It was brought to our attention that a Wallace &Tiernan system is called out in the plans for the new treatment plant. Currently the Town uses a Hydro system which is maintained using Guardian equipment. The Town would prefer to stay using a Hydro system and not have 2 different systems to maintain.

- Site/Mechanical Changes to the Contract Drawings
  - Sheet M-05
  - Sheet M-06

- Electrical Changes to the Contract Drawings
  - Delete the following drawings:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

  - Insert the following revised drawings in their place:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

- Architectural Changes to the Contract Drawings
  - DRAWING A1.1 PROJECT DATA:
    Updated Sheet index to reflect revised sheets.
  - DRAWING A6.1 INTERIOR ELEVATIONS:
    Updated detail 1/A6.1 to include dimensions and finish material.
  - DRAWING AS1.1 SPECIFICATIONS:
    Added new sheet
  - DRAWING AS1.2 SPECIFICATIONS:
    Added new sheet

- DRAWING AS1.3 SPECIFICATIONS:
  Added new sheet
- DRAWING AS1.4 SPECIFICATIONS:
  Added new sheet

- Structural Changes to the Contract Drawings
  - DRAWING S3.1 FOUNDATION PLAN:
    Relocated door opening from the Clorine Room to the Storage Room
  - DRAWING S3.2 ROOF FRAMING PLAN:
    Relocated lintel from the Clorine Room to the Storage Room.

**Questions from Bidders:**

1. Bid Item number 7 seems incomplete, can you clarify?
   Response: See attached revised Bid Form.

2. We respectfully request that Unitron Controls® (a division of Barney's Pumps, Inc) be considered an Approved Equal for the System Supplier role, as specified in Section 13300.
   Response: Not Approved. TLS Automation Sole Source.

3. In Table 11215, please confirm that the minimum shutoff head shall be at least 200 ft of head (~15% over the top of the highest specified performance condition). Current specified shutoff head is 64 ft
   Response: Confirmed. The minimum shutoff head shall be at least 200 ft of head.

4. In Table 11215 (and plan sheet M-01 & M-02), well casing is specified as being 12". Please confirm the ID is at least 12" or larger. The pump sizes needed to meet the specified flow rates have OD's that are around 11.50". This means that there could be only 0.25" gap (or smaller) around the perimeter of the pump, making setting & removal of the pump challenging. If the ID of the casing is at any location less than 12.0", please consider revising the pump requirements to allow smaller equipment.
   Response: Confirmed. The casing pipe is 12" I.D. black steel. Smaller equipment which meets the design point, HP and other specifications found in the bid documents shall be acceptable.

5. In section 11215, to allow for future electrical upgrades, we recommend requiring that the complete pump assembly and motor be Variable Speed rated (including fabricated discharge heads). This will increase the equipment robustness even when operated at Constant speed, and will allow the City the option of adding VFDs to the wells for better flow control in the future.
   Response: Solid State Starters are required for the well pumps as shown on the Contract Drawings

6. In section 11216, please confirm that all four pump cans shall be the same size and shall allow all pumps to be interchangeable between the cans. This will ensure that the City can replace the Jockey Pump with another High Service Pump in the future without needing to up-size the cans.
   Response: Confirmed. All four pump cans shall be the same size.

7. In section 11216, to minimize the chances of undesirable vibrations during variable speed operation, and to facilitate all suction cans being made to the same size, we recommend requiring that all pump heads be Fabricated. Such heads can be optimized for variable speed operation, and also allow the Jockey to be built with an oversized baseplate to mate with the larger Can size for the HSPs.
   Response: Pump heads may be fabricated per pump manufacturer recommendations.

8. In section 11216, the need for an 8" x 10" reducer can be eliminated by specifying 10" pump discharges (which has little to no cost impact on the pumps and reduces friction). Please confirm if this is desirable.
   Response: Bid per current layout.

9. In section 11216, we request that the minimum Pump Efficiency at the Primary design point be changed to 75%, with a pump BEP still at 80%. This will allow a bowl selection that places the high flow condition to the Right of BEP, thus allowing the pump to be operated at higher efficiencies throughout its operating cycle. This request applies to both the High Service and Jockey Pumps
   Response: The minimum Pump Efficiency at the Primary design point is changed to 75%, with a pump BEP still at 80%.

10. Can you provide details of the existing well that need to be abandoned, such as diameter and depth?
    Response: Existing well details (Well No. 3) are shown in the FDEP Sanitary Survey Report for WTP No. 2 which is attached.

11. We have landscaping plans in the bid plans, is there irrigation plans?
    Response: Due to Town ordinance, there will be no irrigation system for this site. The Contractor will be responsible for providing irrigation water for 30 days to establish planted landscape grow-in.

12. Section 11210, "Water Pumps"
    - Does this project have funding that requires the equipment to be BABA compliant?
      Response: No. This project is not required to be BABA compliant.

- Please confirm that the specified well pumps and high service pumps are to be NSF61 certified.
  Response: Confirmed. All well pumps and high service pumps are to be NSF61 certified.

- Please confirm that the specified performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.
  Response: Confirmed. Performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.

- Please clarify the requirements for the factory performance testing for the well pumps and the high service pumps. Section 11210, 1.03.C.2, says the "tests shall be witnessed and certified by a registered PE". Section 11215, 3.02.B, says the "tests shall be witnessed by a registered engineer" but then adds additional information which indicates this engineer would be a HALFF representative including travel, meals, etc. to the pump manufacturing facility. Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test". Witness testing adds cost & lead time. I would suggest non-witnessed factory performance tests on each unit, HI Grade 1U tolerance, certified by a PE or factory test lab manager.
  Response: Factory performance testing for the well pumps and the high service pumps shall be accordance with Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test".

13. Section 11215, "Vertical Turbine Water Pumps"

- Paragraph 1.01.B makes reference to "variable speed well pumps". Please confirm the well pumps are constant speed as indicated by the electrical drawings and not variable speed.
  Response: Confirmed. The well pumps are constant speed as indicated by the electrical drawings.

- Please clarify the note in paragraph 2.02.B which says "Existing motor shall be reinstalled for continued use".
  Response: No existing motors shall be reinstalled. All pumps and motors shall be new.

- Are any factory certified hydrostatic tests desired for the well pump bowls, columns, or heads?
  Response: No factory certified hydrostatic tests are required.

- Regarding the testing in 3.02.C:

- Vibration testing in the factory is not feasible as the pumps are not fully assembled or securely anchored, as they will be in the field. Can vibration testing be performed as part of the field services / startup?
  Response: Yes. Vibration testing be performed as part of the field services / startup.

- Noise level testing in the factory is not feasible due to external influences. In addition, typically a factory test motor is used for testing and not the actual job motor. Can noise testing be performed as part of the field services / startup?
  Response: Yes. Noise testing can be performed as part of the field services / startup.

- Is certified historical NPSHR data acceptable in lieu of actual NPSHR testing?
  Response: Yes. Certified historical NPSHR data is acceptable.

14. Section 11216, "Vertical Turbine High Service and Jockey Pumps"

- Is packing or a mechanical seal to be used for shaft sealing?
  Response: Packing or mechanical seal for shaft sealing will be per pump manufacture recommendations.

- Please confirm the requirement for hardened sleeves on the line shaft as indicated at the top of 11213-4. This is not typical for municipal water service. Please note that line shaft bearings are neoprene per 2.12.A.
  Response: Confirmed. the requirement for hardened sleeves on the line shaft. Line shaft bearings shall be zincless bronze bearings as indicated in Paragraph 2.07.B.

- Paragraph 2.10.A - Please consider allowing integral impeller wear rings as an acceptable alternative.
  Response: Impellers need to be equipped with replaceable wear rings per Specification.

- Paragraph 2.12.A – Our standard for bowl bearings is a combination of bronze & rubber. Is this acceptable?
  Response: No. Bowl bearings need to be stainless steel per Specification.

- Please confirm a factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

Response: Confirmed. Factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

- Please confirm the coatings that are required for the high service pumps. 3.03.A calls for fusion bonded epoxy but then 3.03.B, 3.03.C, and 3.03.D have different requirements. In addition, the references to system 7 and system 10 do not appear to be correct. I would suggest that the exterior of the bowls, interior & exterior of the column, and interior of the head be coated with an NSF epoxy such as Tnemec 21 or equal. The interior of the bowl will have a vitreous enamel or fusion bonded epoxy coating. Standard factory finish on the discharge head exterior is typically acceptable as the installing contractor will typically field prime & paint to match the existing piping.
  Response: All coatings that come into contact with pumped water shall be suitable for potable water service as approved by the National Sanitation Foundation (NSF) Standard 61.

14. Can General Control Systems be added as an approved System Supplier? We meet the requirements listed in 13300 1.07. Please see attached documentation.
    Response: Not Approved. TLS Automation Sole Source.

15. Can General Control Systems be added as an approved Control Systems Engineer (CSE)? We meet the requirements listed in 13300 1.01-E. Please see attached documentation.
    Response: Provide supplemental information to allow review.

16. The bid sheet and PCT spec 13205.2.02.A.9 call out a 3,000 GPM aerator and drawing sheet M-07 calls out a 3800 GPM aerator. Please provide clarification.
    Response: The aerator shall be 3,800 gpm per Sheet M-07.

17. Specifications section 13205.2.02.B.3.a & 13205.2.02.B.4.a Require a SAF-T-Climb ladder system, please confirm a TS rail system is acceptable.
    Response: Confirmed. A TS rail system is acceptable.

18. Specifications section 13205.2.03.C requires aerator tray materials to conform to NSF 61 standards. NSF approved gel coat materials are not readily available, therefore we recommend trays be constructed using NSF 61 approved resin and remain uncoated with no gelcoat. This approach is industry standard for fiberglass products such as fiberglass baffles.
    Response: Aerator trays be constructed using NSF 61 approved resin and remain uncoated with no gel coat.

19. Specification section 13205.3.01.B.4 refers to the floor being sloped to drain. Confirm slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.
Response: Confirmed. The slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.

20. Specification section 13205.3.03.B indicates "filling of voids" shall be in accordance with manufacturers recommendations. It has been our experience the underside of the dome, being cast concrete against a formed surface, once the surface has been properly prepared would leave sufficient holes/voids that a full 1/8" thick resurfacer coat will provide a more durable coating system in lieu of addressing holes individually. Please confirm if a full coat of resurfacer is required on the underside of the concrete dome.
Response: Confirmed. A full coat of resurfacer is required on the underside of the concrete dome.

21. Specification section 03300.2.01.B.1 states the cement classes that shall be used are Type II or Type III. Please also include ASTM C595 Type IL into the classes of cement.
Response: ASTM C595 Type IL shall be included in the cement classes in addition to Type II and Type III.

22. In RFB 2025-007 WTP No 3 - Bid Specifications Section 13205 Prestressed Circular Concrete Tank 2.04 Painting and 3.03 Painting, the specified Tnemec Series N140 does not meet NSF 600 standard for contact with potable water. Will Tnemec Series L140 Pota-Pox Plus be considered an approved equal for the specified interior surfaces of the new PCT tank?
Response: Confirmed. Tnemec Series L140 Pota-Pox Plus is considered an approved equal for the specified interior surfaces of the new PCT tank.

23. Geotechnical report from March 2025, ground storage tank #3 foundation section, has calculated settlement values off an assumed bearing pressure of 1,400 psf. The tank size with a 60'-0" ID and 28'-6" SWD requires a minimum bearing pressure of 1,900 psf. Please provide differential and total settlement values based off a 1,900 psf bearing pressure.
Response: The Geotechnical Investigation has been revised to show a 1,900 psf bearing pressure. The addendum report is attached.

24. Drawing sheet M-04: The SWD is currently shown as 28'-5". Please confirm the top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.
Response: Confirmed. The top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.

25. Drawing sheet M-05 requires fiberglass screens for the precast concrete overflow's while PCT spec 2.02.B.6.a. requires stainless steel. Please provide clarification.
Response: Precast concrete overflow screens shall be stainless steel per Specification 2.02.B.6.a. Please refer to the revised construction plans.

26. Drawing sheet M-05 calls out an aluminum interior ladder. Please confirm a fiberglass ladder is required as stated on PCT specification section 13205.2.02.A.3. An aluminum interior ladder is not recommended.
Response: Confirmed. Interior ladder shall be fiberglass per Specification section 13205.2.02.A.3. Please refer to the revised construction plans.

27. Drawing sheet M-05 shows the interior and exterior ladders as 17' tall. Confirm the ladders are to be designed to accommodate a 28'-5" side water depth.
Response: Confirmed. Interior and exterior ladders are to be designed to accommodate a 28'-5" side water depth.

28. Drawing sheet M-06: Shows "link seals". Please modify this detail to read "Through-wall pipe shall be Type 316 stainless steel. Waterstop rings on wall-pipes shall be Type 316 stainless steel."
Response: Detail indicating "link seals" has been removed from the revised construction plans.

29. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.
Response: Noted. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.

30. Please confirm if this project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.
Response: Confirmed. This project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.

31. Please confirm the all of the pump disconnects are 316SS, indoor and outdoor. The specs say 316SS unless otherwise noted on plans. The plans don't call out a material.
Response: All pump disconnects are to be NEMA 4X 316 stainless steel.

32. Would the Town consider any of the following?
    - Move the bid to 2PM due time to allow time for pricing to come in, as well as travel time, after the weekend on Monday morning.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

    - Move the bid to from Monday to any other day Tuesday thru Friday to allow 1 full consecutive workday before the bid to finalize pricing, contact vendors, finalize for a morning delivery of bid in the case of contractors who have a long drive.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

33. Please provide me with the column length starting under the discharge head to the top of the bowl assembly for the 3 HSP's and jockey pump.
Response: The column length shall be a minimum of 10 feet in length.

34. Also the overall depth of the wet well and please specify if there's a concrete pedestal on the slab.
Response: The high service pumps and jockey pumps are canned. There is not wet well. There will be a concrete pedestal on the slab.

35. Southern Flow would like to be added to the list of approved Systems Integrators in Section 13300. Attached is our qualification package for your review.
Response: Not Approved. TLS Automation Sole Source.

36. Lab storage room – I did not locate a Div 6 or Div 12 spec, is there one? Nothing is noted in terms of materials either on the elevations of this room (cabinets or counter tops). Is this an Owner furnished or contractor furnished item? Lockers in restrooms /ADA restroom bench – I did not locate a spec, are there any specific requirements for these items? Is this an Owner furnished or contractor furnished item?
Response: Please refer to the amended architectural sheets attached with revised construction plans.
    - *Division 6 has been added to the set in addendum #1 above. Please see revised detail 1/A6.1 for added notes to the millwork details. All items are to be contractor furnished unless instructed otherwise.*

- *There are no specific requirements for the lockers. Please ensure that any locker specified will not impede the required clear floor area in the room that said unit is located. A specification has not been provided for the ADA restroom bench. Please coordinate bench selection with the provided ADA bench dimension parameters provided in detail 4/A6.1. All items are to be contractor furnished unless instructed otherwise.*

37. Consider naming **EDGENG** as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of **Section 13205- FRP ladder.**
    Response: FRP ladder shall be provided by the prestressed concrete tank manufacturer.

**Attachments:**

1. Revised Construction Plans for Town of Howey-in-the-Hills Water Treatment Plant No. 3
2. Revised Bid Form 00300-4
3. Addendum Report – Geotechnical Investigation for Howey-in-the-Hills Water Treatment Plant No. 3

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1**

NAME OF BIDDER Sawcross, Inc.

SIGNATURE Mark Hickinbotham

TITLE President DATE 8/12/2025

# ADDENDUM NO. 2

**DATE:** July 23, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised the date for the Receipt of Bids and the Town Council Meeting has been changed. The Town will also require a digital copy of the bid to be submitted with the bid package.

- There will be an additional Addendum issued due to changes to the chlorination system manufacturer.

**Attachments:**

1. Revised Invitation to Bid 00020-1

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2**

NAME OF BIDDER Sawcross, Inc.

SIGNATURE _____ Mark Hickinbotham

TITLE President DATE 8/12/2025

# ADDENDUM NO. 3

**DATE:** July 31, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- The Town is sole sourcing the chlorination gas feeder and detection system as supplied by Guardian Equipment, Inc. Bidders shall utilize the equipment price quote provided by Guardian Equipment, Inc.
- Specification Section 11345 Gas Detection System is now obsolete. Gas detection system is included in the revised Specification Section 11245.
- Septic Tank shall be a minimum of 900 gallons and the drain field shall have a minimum of 334 square foot bed.

**Attachments:**

1. Revised Specification Section 11245.
2. Scope and Quote from Guardian Equipment for Section 11245 Gas Feeder.
3. FDOH Onsite Sewage Treatment and Disposal System Construction Permit and associated attachments.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3**

NAME OF BIDDER Sawcross, Inc.

SIGNATURE _____ Mark Hickinbotham

TITLE President DATE 8/12/2025

# ADDENDUM NO. 4

**DATE:** August 7, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

**Attachments:**

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4**

NAME OF BIDDER Sawcross, Inc.

SIGNATURE _____ Mark Hickinbotham

TITLE President DATE 8/12/2025

Client#: 1025198 SAWCRINC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/03/2025

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

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

PRODUCER
USI Insurance Svcs LLC, CL
4600 Touchton Rd
Building 100, Suite 275
Jacksonville, FL 32246

CONTACT NAME: Lisa Obina
PHONE (A/C, No, Ext): - FAX (A/C, No):
E-MAIL ADDRESS: lisa.obina@usi.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Insurance Co. of Hartford | 20478 |
| INSURER B : Continental Insurance Company | 35289 |
| INSURER C : Bridgefield Casualty Insurance Company | 10335 |
| INSURER D : AXIS Surplus Insurance Company | 26620 |
| INSURER E : Continental Casualty Company | 20443 |
| INSURER F : | |

INSURED
Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

**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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 7036358631 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | X PD Ded:5,000 | | | | | | MED EXP (Any one person) | $15,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | POLICY PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 7036358628 | 01/01/2025 | 01/01/2026 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | 7036358614 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE | $5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $5,000,000 |
| | DED X RETENTION $10000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 19662413 | 01/01/2025 | 01/01/2026 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A | | | | | | E.L. EACH ACCIDENT | $500,000 |
| | if yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| D | Poll/Prof Liab | | | CM004461042025 | 01/01/2025 | 01/01/2026 | $1,000,000 | |
| E | Leased/Rent Equip | | | 7036484214 | 01/01/2025 | 01/01/2026 | $500,000 | |
| E | Installation Cov | | | 7036484214 | 01/01/2025 | 01/01/2026 | $2,000,000 | |

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

**CERTIFICATE HOLDER**

Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

**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

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**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# V55559

**FILED**
**Jan 29, 2025**
**Secretary of State**
**5847899704CC**

**Entity Name:** SAWCROSS, INC.

**Current Principal Place of Business:**

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

**Current Mailing Address:**

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270 US

**FEI Number: 59-3136689**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | D | Title | VP |
| Name | HICKINBOTHAM, MARK E | Name | HICKINBOTHAM, FRANCES T |
| Address | 8127 WEKIVA LANE | Address | 8127 WEKIVA LANE |
| City-State-Zip: | JACKSONVILLE FL 32256 | City-State-Zip: | JACKSONVILLE FL 32256 |
| Title | S | Title | P |
| Name | HICKINBOTHAM, FRANCES T | Name | HICKINBOTHAM, MARK E |
| Address | 8127 WEKIVA LANE | Address | 8127 WEKIVA LANE |
| City-State-Zip: | JACKSONVILLE FL 32256 | City-State-Zip: | JACKSONVILLE FL 32256 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: MARK HICKINBOTHAM PRESIDENT 01/29/2025

Electronic Signature of Signing Officer/Director Detail — Date

# State of Florida
## Department of State

I certify from the records of this office that SAWCROSS, INC. is a corporation organized under the laws of the State of Florida, filed on July 31, 1992.

The document number of this corporation is V55559.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 29, 2025, 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 Twenty-ninth day of January, 2025*

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

*Secretary of State*

**Tracking Number: 3358064028CU**

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

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## HICKINBOTHAM, MARK EDWARD

SAWCROSS INC
10970 NEW BERLIN ROAD
JACKSONVILLE FL 32226-2270

**LICENSE NUMBER: CGC036203**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/12/2024

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.

Form **W-9** (Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Sawcross, Inc.

2 Business name/disregarded entity name, if different from above.

Same As Above

Print or type. See *Specific Instructions* on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

10970 New Berlin Road

Requester's name and address (optional)

6 City, state, and ZIP code

Jacksonville, Florida 32226

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

5 9 – 3 1 3 6 6 8 9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | Signature of U.S. person Mark Hickinbotham **Date** 8/12/2025

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## BIDDER CERTIFICATION

"I, the undersigned, certify I have received all addenda. I understand timely commencement/delivery may be considered in award of bis, and cancellation of bid/award will be considered if commencement/delivery time is not met, and untimely delivery may cause for assessment of liquidated damages claims. I certify the equipment, or products meet or exceed the Specification, and the undersigned declares I have carefully examined any and all plant, blueprints, specifications, terms and conditions as applicable for this bid, and I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for a fraudulent purpose."

Signature: _____ Date: 8/12/25

Printed name: Matt Blanton Title: President

Company: Cathcart Construction Company - Florida, LLC Phone number: 407-629-2900

Address: 1056 Willa Springs Drive City/State: Winter Springs, FL Zip: 32708

Email address: mblanton@cathcartconstructioncompany.com Fax number: 321-203-4900

## DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that:

Cathcart Construction Company - Florida, LLC
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify the above-named business, firm or corporation complies fully with the requirements set forth herein."

Authorized Signature

8/12/25
Date signed

State of: Florida

County of: Seminole

Sworn to (or affirmed) and subscribed before me this 12 date of August 2025

By ✓ physical presence or ___ online notarization.

Personally known ✓ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires 10/9/2028

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

END OF SECTION

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

# SECTION 00300
# BID FORM

**DATE SUBMITTED:** 8/12/25

**PROJECT IDENTIFICATION:** Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737
Town of Howey-in-the-Hills BID NO. RFB 2025-007

**NAME OF BIDDER:** Cathcart Construction Company - Florida, LLC

**BUSINESS ADDRESS:** 1056 Willa Springs Drive, Winter Springs, Florida 32708

**TELEPHONE NUMBER:** 407-629-2900

**CONTRACTOR'S FLORIDA LICENSE NO.:** #CGC051005 & #CUC057230

**THIS BID IS SUBMITTED TO:** Morgan Cates
Public Services Director
Town of Howey-in-the-Hills
101 North Palm Avenue, Howey-in-the-Hills, Florida 34737

A. The undersigned Bidder proposed and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder makes all representatives required by the Instructions to Bidders and further warrants and represents that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

| | | | |
|---|---|---|---|
| No. 1 | Dated: 7/21/25 | No. | Dated: |
| No. 2 | Dated: 7/23/25 | No. | Dated: |
| No. 3 | Dated: 7/31/25 | No. | Dated: |
| No. 4 | Dated: 8/7/25 | No. | Dated: |
| No. | Dated: | No. | Dated: |
| No. | Dated: | No. | Dated: |

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

3. Bidder is familiar with and is satisfied as to the federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7. Bidder has given Town Clerk written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

D. Bidder submits the following lump sum/unit prices to perform all work required by the Drawings and Specifications:

1. It shall be the responsibility of the BIDDER to perform necessary tests and/or calculations to determine quantities required for the performance of the work described herein.

2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

Documents, by authorization of the Owner, the Unit Prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis or payment to the Contractor credit to the Owner, for such increase or decrease in the work.

3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.
4. All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
5. Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

E. The following documents are attached to and made a condition of this Bid:

1. Bid security (surety bond or cashier's check)
2. Power of Attorney (for surety bond only)
3. Questionnaire (Bidding Documents, Section 00301)
4. Subcontractor Listing (Bidding Documents, Section 00301-A)
5. Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420)
6. Non-collusion Affidavit (Bidding Documents, Section 00480)
7. Trench Safety Affidavit (Bidding Documents, Section 00490)
8. A separate sheet(s) clearly identified and numbered, of exceptions or deviations from the Specifications.
9. Bidder Certification (Bidding Documents, Section 00020)
10. Drug Free Work Place Certificate (Bidding Documents, Section 00020)
11. Certificate of Insurability

F. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

H. The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

| Item | Description | Estimated Quantity | Unit | Unit Price (In Words) | Unit Price (Numbers) | Total Price (Numbers) |
|---|---|---|---|---|---|---|
| 1. | General Requirements | 1 | LS | Seven Thousand Five Hundred Dollars | $7,500.00 | $7,500.00 |
| 2. | Mobilization/Demobilization | 1 | LS | Three Hundred Eighty-Seven Thousand Six Hundred Eighty-Three Dollars and Seventy-Five Cents | $387,683.75 | $387,683.75 |
| 3. | Indemnification ($1,000 min.) | 1 | LS | One Thousand Two Hundred Fifty Dollars | $1,250.00 | $1,250.00 |
| 4. | Town of Howey-in-the-Hills Permitting (Allowance) | 1 | Allowance | Ten Thousand Dollars | $10,000.00 | $10,000.00 |
| 5. | Office Furnishings (Allowance) | 1 | Allowance | Twenty-Five Thousand Dollars | $25,000.00 | $25,000.00 |
| 6. | Material Testing as Specified in Section 01410 (Allowance) | 1 | Allowance | Fifteen Thousand Dollars | $15,000.00 | $15,000.00 |
| 7. | Power Company Connection as specified in Section 16050 (Allowance) | 1 | Allowance | Fifty Thousand Dollars | $50,000.00 | $50,000.00 |
| 8. | All materials, equipment, and work for construction of the Water Treatment Plant No. 3 | 1 | LS | Twelve Million Five Hundred Eight Thousand Twenty-Three Dollars and Seventy-Five Cents | $12,508,023.75 | $12,508,023.75 |
| 9. | All other work not included in Items 1 through 9 (List Below) | 1 | LS | One Hundred Six Thousand Two Hundred Fifty Dollars | $106,250.00 | $106,250.00 |
| 10. | Payment and Performance Bond | 1 | LS | One Hundred Eighty-Two Thousand Four Hundred Six Dollars and Twenty-Five Cents | $182,406.25 | $182,406.25 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

TOTAL BASE BID PRICE for the Contract (Sum of Items 1 through 9):

Thirteen Million Two Hundred Ninety-Three Thousand One Hundred Thirteen Dollars and Seventy-Five Cents
(In Words)

$13,293,113.75
(Numbers)

$13,293,113.75
Unit Price

$13,293,113.75
Total Price

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

**SOLE PROPRIETORSHIP**

_____ (SEAL)
(Individual's Signature)

_____ (SEAL)
(Individual's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**A PARTNERSHIP**

_____ (SEAL)
(Partnership Name)

_____
(General Partner's Signature)

_____
(General Partner's Name)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NUMBER: _____

FLORIDA LICENSE NO.: _____

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**A CORPORATION**

Cathcart Construction Company - Florida, LLC (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Matt Blanton
(Name of Peron Authorized to Sign)

President
(Title)

(Authorized Signature)

(CORPORATE SEAL)

ATTEST
Ryan McClellan (Secretary)

DOING BUSINESS AS:

BUSINESS ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

TELEPHONE NUMBER: 407-629-2900

CORPORATE PRESIDENT: Matt Blanton

FLORIDA LICENSE NO.: #CGC051005 & #CUC057230

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

**A JOINT VENTURE**

BY _____ (SEAL)
(Name)

BY _____
(Address)

BY _____
(Name) (SEAL)

BY _____
(Address)

**DOING BUSINESS AS:** _____

**BUSINESS ADDRESS:** _____

_____

**TELEPHONE NUMBER:** _____

**CORPORATE PRESIDENT:** _____

**FLORIDA LICENSE NO.:** _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above)

List the following in connection with the Surety which is providing the Bid Bond.

Surety's Name: United Fire & Casualty

Surety's Address: 118 2nd Ave, Cedar Rapids, IA 52401

_____

Name and Address of Surety's resident agent for service of process in Florida:
Florida Surety Bonds

620 Wymore Rd. Suite 200, Maitland, FL 32751

END OF SECTION

# SECTION 00301
# BID FORM

DATE SUBMITTED: 8/12/25

PROJECT IDENTIFICATION: Howey-in-the-Hills Water Treatment Plant No. 3

NAME OF BIDDER: Cathcart Construction Company - Florida, LLC

BUSINESS ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

TELEPHONE NUMBER: 407-629-2900

CONTRACTOR'S FLORIDA LICENSE NO.: #CGC051005 & #CUC057230

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has you organization been in business as a General Contractor?
   34 years
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed:
   City of Orlando: Daron Johnson, (407) 246-2273 - Daron.Johnson@cityoforlando.net - October 2024 - July 2025
   Pipe, chemical line, skimmer, mechanical repairs and maintenance work at the Water Conserv II
   facitlity located at 5420 L B McLeod Rd, Orlando, FL 32811.
3. Have you ever failed to complete work awarded to you? If so, where and why?
   No, never.
4. Name three (3) municipalities for which you haver performed work and to which you refer:
   Orange County: Bryan Elliot, (407) 375-1654 - Bryan.Elliott@ocfl.net
   City of Orlando: Daron Johnson, (407) 246-2273 - Daron.Johnson@cityoforlando.net
   City of Winter Garden: Jim Monahan, (407) 656-4111 ext 5463 - JMonahan1@cwgdn.com
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and you proposed solutions:
   None at time of bid.
6. Will you Subcontract any part of this Work? If so, describe which portions.
   Asphalt Milling and Paving, Concrete Work, H.S.P.S. Building, Electrical Work, Landscaping, and Concrete Tank Installation

7. What equipment do you own that is available for the Work?
   Please see attached list of Owned Equipment

8. What equipment will you purchase for the Work?
   None.

9. What equipment will you rent for the Work?
   None.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).
    Please see attached 2024 Balance Sheet

11. State the true and exact, correct, and complete name under which you do business. Bidder is:
    Cathcart Construction Company - Florida, LLC

END OF SECTION

# SECTION 00301-A
# SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project:

**Firm Name:** FLOWLANDS INC. Irrigation & Landscape Contractors
**Address:** 5456 5th Ln, Vero Beach, FL 32968-1047
**Telephone Number:** (772) 473-8762
**Trade:** Irrigation & Landscape **Estimated Dollar Amount:** $103,269.12

**Firm Name:** Formasters Concrete Specialists
**Address:** P.O. Box 1026, Lake Helen, FL 32744
**Telephone Number:** (386) 228-3003
**Trade:** Concrete Work **Estimated Dollar Amount:** $126,922.00

**Firm Name:** Woodland Environmental
**Address:** 5790 N. Pine Hills Rd., Orlando, FL 32810
**Telephone Number:** (407) 725-7015
**Trade:** Asphalt Milling and Paving **Estimated Dollar Amount:** $115,354.80

**Firm Name:** Paramount Asphalt & Sealcoating
**Address:** 1110 Pine Ridge Rd Suite 204, Naples, FL 34108
**Telephone Number:** (239) 348-0777
**Trade:** Pavement Markings/Striping **Estimated Dollar Amount:** $ 7,500.00

**Firm Name:** Florida Industrial Electric
**Address:** 104 Commerce St. Lake Mary, FL 32746
**Telephone Number:** (407) 331-1551
**Trade:** Electrical Work **Estimated Dollar Amount:** $ 1,820,548.00

**Firm Name:** Crom Water Infrastructure Solutions
**Address:** 250 SW 36th Terrace, Gainesville, FL 32607
**Telephone Number:** (352) 548-3331
**Trade:** Tank Construction **Estimated Dollar Amount:** $1,280,000.00

**Firm Name:**
**Address:**
**Telephone Number:**
**Trade:** **Estimated Dollar Amount:** $

END OF SECTION

# SECTION 00410
# BID BOND
## BIDDER CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cathcart Construction Company - Florida, LLC as Principal, and United Fire & Casualty Company as Surety, are hereby held and firmly bound unto the Town of Howey-in-the-Hills, as Owner in the penal sum of (five percent (5%) of the Contract Bid) $64,655.79 for the payment of which, well and truly to be made, we herby jointly and severally bind ourselves, successor, and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed this 12th day of August 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Howey-in-the-Hills, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Howey-in-the-Hills Water Treatment Plant No. 3 project.

NOW THEREFORE:

A. The term "bid" as used herein included a bid, offer, or proposal as applicable.

B. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Biding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

C. This obligation shall be null and void if:

   1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

   2. All bids are rejected by Owner, or

   3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph E hereof)

D. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

E. Surety waived notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph C above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

G. Any suit or action under this Bond shall be commence only in a court of competent jurisdiction located in the state in which the Project is located.

H. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by U.S. Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

I. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable stature that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable stature, then the provision of said stature shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

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

| | |
|---|---|
| Principal (Print Full Name): Cathcart Construction Company - Florida, LLC | Surety (Print Full Name): United Fire & Casualty Company (Seal) |
| | Surety's Name and Corporate Seal |
| By: _____ (L.S) | By: _____ |
| | Signature (attach Power of Attorney) Jeffrey W. Reich |
| Title: Matt T. Blanton, President | Title: Attorney-In-Fact & FL Lic. Resident Agent |
| Attest: _____ | Attest: _____ |
| Signature and Title Ryan McClellan Assistant Secretary | Signature and Title Meadow Hellandbrand, Witness |

IMPORTANT – Surety companies executing bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

*Inquiries: 407-786-7770

END OF SECTION

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Depa**
**118 Second A**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
**Commission number** 713274
**My Commission Expires** 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of August, 20 25.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 r217

# SECTION 00420
# CORPORATE RESOLUTION

## BIDDER CERTIFICATION

I, Ryan McClellan, Secretary of Cathcart Construction Company - Florida, LLC a corporation organized and existing under the laws of the State of Florida, hereby certify that a meeting of the Board of Directors of the Corporation duly called and held of August 12, 2025 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect.

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to Town of Howey-In-The-Hills for the construction of Water Treatment Plant No. 3.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

| NAME | OFFICE | OFFICIAL SIGNATURE |
|---|---|---|
| Matt Blanton | President | |
| | | |
| | | |
| | | |

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 12 day of August, 2025.

END OF SECTION

# SECTION 00480
# NON-COLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Seminole

Matt Blanton, being first duly sworn deposes and says that:

A. He is the President, of Cathcart Construction Company - Florida, LLC, the Bidder that has submitted the attached Bid.

B. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

C. Such Bid is genuine and is not a collusive of sham Bid.

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract. Or have in any manner, directly or indirectly sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price of the Bid price with any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract.

E. The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By _____
Matt Blanton / President

Sworn and subscribed to before me this 12 day of August, 2025, in the State of Florida, County of Seminole.

_____ Notary Public

My Commission Expires: 10/9/2028

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

END OF SECTION

# SECTION 00490
# TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P Trench Safety Standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost:

Project Name: Town of Howey-in-the-Hills Water Treatment Plant No. 3

Twenty-One Thousand Five Hundred Thirty-Five Dollars

(Cost in Words)

TOTAL: $21,535.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Cathcart Construction Company - Florida, LLC DATE: 8/12/25

BY: _____

Matt Blanton / President

END OF SECTION

# ADDENDUM NO. 1

**DATE:** July 21, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

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## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- It was brought to our attention that a Wallace &Tiernan system is called out in the plans for the new treatment plant. Currently the Town uses a Hydro system which is maintained using Guardian equipment. The Town would prefer to stay using a Hydro system and not have 2 different systems to maintain.

- Site/Mechanical Changes to the Contract Drawings
  - Sheet M-05
  - Sheet M-06

- Electrical Changes to the Contract Drawings
  - Delete the following drawings:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

  - Insert the following revised drawings in their place:
    E-01, E-02, E-03, E-05, E-06, E-07, E-08, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-21, I-02 & I-03

- Architectural Changes to the Contract Drawings
  - DRAWING A1.1 PROJECT DATA:
    Updated Sheet index to reflect revised sheets.
  - DRAWING A6.1 INTERIOR ELEVATIONS:
    Updated detail 1/A6.1 to include dimensions and finish material.
  - DRAWING AS1.1 SPECIFICATIONS:
    Added new sheet
  - DRAWING AS1.2 SPECIFICATIONS:
    Added new sheet

- DRAWING AS1.3 SPECIFICATIONS:
  Added new sheet
- DRAWING AS1.4 SPECIFICATIONS:
  Added new sheet

- Structural Changes to the Contract Drawings
  - DRAWING S3.1 FOUNDATION PLAN:
    Relocated door opening from the Clorine Room to the Storage Room
  - DRAWING S3.2 ROOF FRAMING PLAN:
    Relocated lintel from the Clorine Room to the Storage Room.

**Questions from Bidders:**

1. Bid Item number 7 seems incomplete, can you clarify?
   Response: See attached revised Bid Form.

2. We respectfully request that Unitron Controls® (a division of Barney's Pumps, Inc) be considered an Approved Equal for the System Supplier role, as specified in Section 13300.
   Response: Not Approved. TLS Automation Sole Source.

3. In Table 11215, please confirm that the minimum shutoff head shall be at least 200 ft of head (~15% over the top of the highest specified performance condition). Current specified shutoff head is 64 ft
   Response: Confirmed. The minimum shutoff head shall be at least 200 ft of head.

4. In Table 11215 (and plan sheet M-01 & M-02), well casing is specified as being 12". Please confirm the ID is at least 12" or larger. The pump sizes needed to meet the specified flow rates have OD's that are around 11.50". This means that there could be only 0.25" gap (or smaller) around the perimeter of the pump, making setting & removal of the pump challenging. If the ID of the casing is at any location less than 12.0", please consider revising the pump requirements to allow smaller equipment.
   Response: Confirmed. The casing pipe is 12" I.D. black steel. Smaller equipment which meets the design point, HP and other specifications found in the bid documents shall be acceptable.

5. In section 11215, to allow for future electrical upgrades, we recommend requiring that the complete pump assembly and motor be Variable Speed rated (including fabricated discharge heads). This will increase the equipment robustness even when operated at Constant speed, and will allow the City the option of adding VFDs to the wells for better flow control in the future.
   Response: Solid State Starters are required for the well pumps as shown on the Contract Drawings

6. In section 11216, please confirm that all four pump cans shall be the same size and shall allow all pumps to be interchangeable between the cans. This will ensure that the City can replace the Jockey Pump with another High Service Pump in the future without needing to up-size the cans.
   Response: Confirmed. All four pump cans shall be the same size.

7. In section 11216, to minimize the chances of undesirable vibrations during variable speed operation, and to facilitate all suction cans being made to the same size, we recommend requiring that all pump heads be Fabricated. Such heads can be optimized for variable speed operation, and also allow the Jockey to be built with an oversized baseplate to mate with the larger Can size for the HSPs.
   Response: Pump heads may be fabricated per pump manufacturer recommendations.

8. In section 11216, the need for an 8" x 10" reducer can be eliminated by specifying 10" pump discharges (which has little to no cost impact on the pumps and reduces friction). Please confirm if this is desirable.
   Response: Bid per current layout.

9. In section 11216, we request that the minimum Pump Efficiency at the Primary design point be changed to 75%, with a pump BEP still at 80%. This will allow a bowl selection that places the high flow condition to the Right of BEP, thus allowing the pump to be operated at higher efficiencies throughout its operating cycle. This request applies to both the High Service and Jockey Pumps
   Response: The minimum Pump Efficiency at the Primary design point is changed to 75%, with a pump BEP still at 80%.

10. Can you provide details of the existing well that need to be abandoned, such as diameter and depth?
    Response: Existing well details (Well No. 3) are shown in the FDEP Sanitary Survey Report for WTP No. 2 which is attached.

11. We have landscaping plans in the bid plans, is there irrigation plans?
    Response: Due to Town ordinance, there will be no irrigation system for this site. The Contractor will be responsible for providing irrigation water for 30 days to establish planted landscape grow-in.

12. Section 11210, "Water Pumps"

    - Does this project have funding that requires the equipment to be BABA compliant?
      Response: No. This project is not required to be BABA compliant.

- Please confirm that the specified well pumps and high service pumps are to be NSF61 certified.
  Response: Confirmed. All well pumps and high service pumps are to be NSF61 certified.

- Please confirm that the specified performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.
  Response: Confirmed. Performance tests for the well pumps and high service pumps are to be in accordance with HI Grade 1U tolerances.

- Please clarify the requirements for the factory performance testing for the well pumps and the high service pumps. Section 11210, 1.03.C.2, says the "tests shall be witnessed and certified by a registered PE". Section 11215, 3.02.B, says the "tests shall be witnessed by a registered engineer" but then adds additional information which indicates this engineer would be a HALFF representative including travel, meals, etc. to the pump manufacturing facility. Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test". Witness testing adds cost & lead time. I would suggest non-witnessed factory performance tests on each unit, HI Grade 1U tolerance, certified by a PE or factory test lab manager.
  Response: Factory performance testing for the well pumps and the high service pumps shall be accordance with Section 11216, 3.02.A, specifies a "non-witnessed laboratory performance test".

13. Section 11215, "Vertical Turbine Water Pumps"

- Paragraph 1.01.B makes reference to "variable speed well pumps". Please confirm the well pumps are constant speed as indicated by the electrical drawings and not variable speed.
  Response: Confirmed. The well pumps are constant speed as indicated by the electrical drawings.

- Please clarify the note in paragraph 2.02.B which says "Existing motor shall be reinstalled for continued use".
  Response: No existing motors shall be reinstalled. All pumps and motors shall be new.

- Are any factory certified hydrostatic tests desired for the well pump bowls, columns, or heads?
  Response: No factory certified hydrostatic tests are required.

- Regarding the testing in 3.02.C:

- Vibration testing in the factory is not feasible as the pumps are not fully assembled or securely anchored, as they will be in the field. Can vibration testing be performed as part of the field services / startup?
  Response: Yes. Vibration testing be performed as part of the field services / startup.

- Noise level testing in the factory is not feasible due to external influences. In addition, typically a factory test motor is used for testing and not the actual job motor. Can noise testing be performed as part of the field services / startup?
  Response: Yes. Noise testing can be performed as part of the field services / startup.

- Is certified historical NPSHR data acceptable in lieu of actual NPSHR testing?
  Response: Yes. Certified historical NPSHR data is acceptable.

14. Section 11216, "Vertical Turbine High Service and Jockey Pumps"

- Is packing or a mechanical seal to be used for shaft sealing?
  Response: Packing or mechanical seal for shaft sealing will be per pump manufacture recommendations.

- Please confirm the requirement for hardened sleeves on the line shaft as indicated at the top of 11213-4. This is not typical for municipal water service. Please note that line shaft bearings are neoprene per 2.12.A.
  Response: Confirmed. the requirement for hardened sleeves on the line shaft. Line shaft bearings shall be zincless bronze bearings as indicated in Paragraph 2.07.B.

- Paragraph 2.10.A - Please consider allowing integral impeller wear rings as an acceptable alternative.
  Response: Impellers need to be equipped with replaceable wear rings per Specification.

- Paragraph 2.12.A – Our standard for bowl bearings is a combination of bronze & rubber. Is this acceptable?
  Response: No. Bowl bearings need to be stainless steel per Specification.

- Please confirm a factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

Response: Confirmed. Factory FEA is required for the high service pumps as indicated by 1.03.A.1.i in section 11210.

- Please confirm the coatings that are required for the high service pumps. 3.03.A calls for fusion bonded epoxy but then 3.03.B, 3.03.C, and 3.03.D have different requirements. In addition, the references to system 7 and system 10 do not appear to be correct. I would suggest that the exterior of the bowls, interior & exterior of the column, and interior of the head be coated with an NSF epoxy such as Tnemec 21 or equal. The interior of the bowl will have a vitreous enamel or fusion bonded epoxy coating. Standard factory finish on the discharge head exterior is typically acceptable as the installing contractor will typically field prime & paint to match the existing piping.
  Response: All coatings that come into contact with pumped water shall be suitable for potable water service as approved by the National Sanitation Foundation (NSF) Standard 61.

14. Can General Control Systems be added as an approved System Supplier? We meet the requirements listed in 13300 1.07. Please see attached documentation.
    Response: Not Approved. TLS Automation Sole Source.

15. Can General Control Systems be added as an approved Control Systems Engineer (CSE)? We meet the requirements listed in 13300 1.01-E. Please see attached documentation.
    Response: Provide supplemental information to allow review.

16. The bid sheet and PCT spec 13205.2.02.A.9 call out a 3,000 GPM aerator and drawing sheet M-07 calls out a 3800 GPM aerator. Please provide clarification.
    Response: The aerator shall be 3,800 gpm per Sheet M-07.

17. Specifications section 13205.2.02.B.3.a & 13205.2.02.B.4.a Require a SAF-T-Climb ladder system, please confirm a TS rail system is acceptable.
    Response: Confirmed. A TS rail system is acceptable.

18. Specifications section 13205.2.03.C requires aerator tray materials to conform to NSF 61 standards. NSF approved gel coat materials are not readily available, therefore we recommend trays be constructed using NSF 61 approved resin and remain uncoated with no gelcoat. This approach is industry standard for fiberglass products such as fiberglass baffles.
    Response: Aerator trays be constructed using NSF 61 approved resin and remain uncoated with no gel coat.

19. Specification section 13205.3.01.B.4 refers to the floor being sloped to drain. Confirm slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.
Response: Confirmed. The slope reference refers to dish sump at drain only and that the floor is flat as shown on the drawings.

20. Specification section 13205.3.03.B indicates "filling of voids" shall be in accordance with manufacturers recommendations. It has been our experience the underside of the dome, being cast concrete against a formed surface, once the surface has been properly prepared would leave sufficient holes/voids that a full 1/8" thick resurfacer coat will provide a more durable coating system in lieu of addressing holes individually. Please confirm if a full coat of resurfacer is required on the underside of the concrete dome.
Response: Confirmed. A full coat of resurfacer is required on the underside of the concrete dome.

21. Specification section 03300.2.01.B.1 states the cement classes that shall be used are Type II or Type III. Please also include ASTM C595 Type IL into the classes of cement.
Response: ASTM C595 Type IL shall be included in the cement classes in addition to Type II and Type III.

22. In RFB 2025-007 WTP No 3 - Bid Specifications Section 13205 Prestressed Circular Concrete Tank 2.04 Painting and 3.03 Painting, the specified Tnemec Series N140 does not meet NSF 600 standard for contact with potable water. Will Tnemec Series L140 Pota-Pox Plus be considered an approved equal for the specified interior surfaces of the new PCT tank?
Response: Confirmed. Tnemec Series L140 Pota-Pox Plus is considered an approved equal for the specified interior surfaces of the new PCT tank.

23. Geotechnical report from March 2025, ground storage tank #3 foundation section, has calculated settlement values off an assumed bearing pressure of 1,400 psf. The tank size with a 60'-0" ID and 28'-6" SWD requires a minimum bearing pressure of 1,900 psf. Please provide differential and total settlement values based off a 1,900 psf bearing pressure.
Response: The Geotechnical Investigation has been revised to show a 1,900 psf bearing pressure. The addendum report is attached.

24. Drawing sheet M-04: The SWD is currently shown as 28'-5". Please confirm the top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.
Response: Confirmed. The top of wall elevation would be 167.92 and the high-water elevation would be 167.75 at the top of the CMU block wall.

25. Drawing sheet M-05 requires fiberglass screens for the precast concrete overflow's while PCT spec 2.02.B.6.a. requires stainless steel. Please provide clarification.
Response: Precast concrete overflow screens shall be stainless steel per Specification 2.02.B.6.a. Please refer to the revised construction plans.

26. Drawing sheet M-05 calls out an aluminum interior ladder. Please confirm a fiberglass ladder is required as stated on PCT specification section 13205.2.02.A.3. An aluminum interior ladder is not recommended.
Response: Confirmed. Interior ladder shall be fiberglass per Specification section 13205.2.02.A.3. Please refer to the revised construction plans.

27. Drawing sheet M-05 shows the interior and exterior ladders as 17' tall. Confirm the ladders are to be designed to accommodate a 28'-5" side water depth.
Response: Confirmed. Interior and exterior ladders are to be designed to accommodate a 28'-5" side water depth.

28. Drawing sheet M-06: Shows "link seals". Please modify this detail to read "Through-wall pipe shall be Type 316 stainless steel. Waterstop rings on wall-pipes shall be Type 316 stainless steel."
Response: Detail indicating "link seals" has been removed from the revised construction plans.

29. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.
Response: Noted. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and ferrous metals). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.

30. Please confirm if this project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.
Response: Confirmed. This project is NOT subject to, AIS/ Buy American provisions, M/WBE requirements, and certified payroll.

31. Please confirm the all of the pump disconnects are 316SS, indoor and outdoor. The specs say 316SS unless otherwise noted on plans. The plans don't call out a material.
    Response: All pump disconnects are to be NEMA 4X 316 stainless steel.

32. Would the Town consider any of the following?
    - Move the bid to 2PM due time to allow time for pricing to come in, as well as travel time, after the weekend on Monday morning.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

    - Move the bid to from Monday to any other day Tuesday thru Friday to allow 1 full consecutive workday before the bid to finalize pricing, contact vendors, finalize for a morning delivery of bid in the case of contractors who have a long drive.
      Response: The Town is set on their current submittal schedule and are not willing to change times or dates.

33. Please provide me with the column length starting under the discharge head to the top of the bowl assembly for the 3 HSP's and jockey pump.
    Response: The column length shall be a minimum of 10 feet in length.

34. Also the overall depth of the wet well and please specify if there's a concrete pedestal on the slab.
    Response: The high service pumps and jockey pumps are canned. There is not wet well. There will be a concrete pedestal on the slab.

35. Southern Flow would like to be added to the list of approved Systems Integrators in Section 13300. Attached is our qualification package for your review.
    Response: Not Approved. TLS Automation Sole Source.

36. Lab storage room – I did not locate a Div 6 or Div 12 spec, is there one? Nothing is noted in terms of materials either on the elevations of this room (cabinets or counter tops). Is this an Owner furnished or contractor furnished item? Lockers in restrooms /ADA restroom bench – I did not locate a spec, are there any specific requirements for these items? Is this an Owner furnished or contractor furnished item?
    Response: Please refer to the amended architectural sheets attached with revised construction plans.
    - *Division 6 has been added to the set in addendum #1 above. Please see revised detail 1/A6.1 for added notes to the millwork details. All items are to be contractor furnished unless instructed otherwise.*

- *There are no specific requirements for the lockers. Please ensure that any locker specified will not impede the required clear floor area in the room that said unit is located. A specification has not been provided for the ADA restroom bench. Please coordinate bench selection with the provided ADA bench dimension parameters provided in detail 4/A6.1. All items are to be contractor furnished unless instructed otherwise.*

37. Consider naming **EDGENG** as an approved Manufacturer in the specification OR approve us Equal Status on this Project per the specification sections of **Section 13205- FRP ladder.**
    Response: FRP ladder shall be provided by the prestressed concrete tank manufacturer.

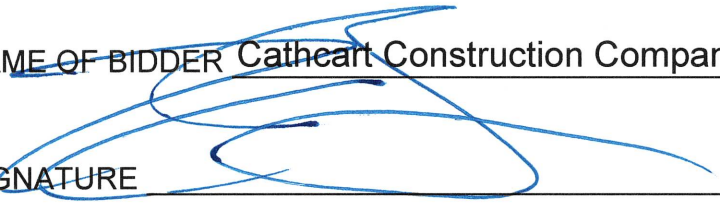
**Attachments:**

1. Revised Construction Plans for Town of Howey-in-the-Hills Water Treatment Plant No. 3
2. Revised Bid Form 00300-4
3. Addendum Report – Geotechnical Investigation for Howey-in-the-Hills Water Treatment Plant No. 3

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 1**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE 

TITLE Matt Blanton / President DATE 8/12/25

# ADDENDUM NO. 2

**DATE:** July 23, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised the date for the Receipt of Bids and the Town Council Meeting has been changed. The Town will also require a digital copy of the bid to be submitted with the bid package.

- There will be an additional Addendum issued due to changes to the chlorination system manufacturer.

**Attachments:**

1. Revised Invitation to Bid 00020-1

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 2**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE _____

TITLE Matt Blanton / President DATE 8/12/25

# ADDENDUM NO. 3

**DATE:** July 31, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- The Town is sole sourcing the chlorination gas feeder and detection system as supplied by Guardian Equipment, Inc. Bidders shall utilize the equipment price quote provided by Guardian Equipment, Inc.
- Specification Section 11345 Gas Detection System is now obsolete. Gas detection system is included in the revised Specification Section 11245.
- Septic Tank shall be a minimum of 900 gallons and the drain field shall have a minimum of 334 square foot bed.

**Attachments:**

1. Revised Specification Section 11245.
2. Scope and Quote from Guardian Equipment for Section 11245 Gas Feeder.
3. FDOH Onsite Sewage Treatment and Disposal System Construction Permit and associated attachments.

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 3**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE _____

TITLE Matt Blanton / President DATE 8/12/25

# ADDENDUM NO. 4

**DATE:** August 7, 2025

**PROJECT NO:** RFB 2025-007

**PROJECT:** Howey-in-the-Hills Water Treatment Plant No. 3

---

## ALL PROSPECTIVE BIDDERS ARE HEREBY NOTIFIED OF THE CHANGES OR ALTERATIONS IN THE ABOVE-REFERENCED PROJECT

**General Information:**

- Please be advised that the Town has requested a change to the retainage amount in section 00100.
- Please be advised the Town has requested a change to how the liquidated damages are calculated in section 00500 and section 00800.
- Please be advised that the Town has requested a change to the bond amount in section 00800.
- Generator Pad is detailed in the attached Sheet S5.1

**Attachments:**

1. Revised Contract Document Section 00100.
2. Revised Contract Document Section 00500.
3. Revised Contract Document Section 00800.
4. Generator Pad Plan, Section and Detail (Sheet S5.1)

**ALL BIDDERS ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THE BID.**

**ACKNOWLEDGE RECEIPT- ADDENDUM NO. 4**

NAME OF BIDDER Cathcart Construction Company - Florida, LLC

SIGNATURE _____

TITLE Matt Blanton / President DATE 8/12/25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cathcart Construction Company - Florida, LLC

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**5** Address (number, street, and apt. or suite no.). See instructions.

1056 Willa Springs Drive

Requester's name and address (optional)

**6** City, state, and ZIP code

Winter Springs, FL 32708

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | 6 | – | 4 | 7 | 4 | 0 | 1 | 5 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 8/1/25

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 | CONTACT NAME: Jeffrey Larson |
|---|---|
| LRA Insurance<br>P.O. Box 948173<br><br>Maitland FL 32794 | PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460<br>E-MAIL ADDRESS: jlarson@lrainsurance.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Cathcart Construction Company - Florida, LLC<br>1056 Willa Springs Drive<br><br>Winter Springs FL 32708 | INSURER A: Westfield Insurance Company | 24112 |
| | INSURER B: Bridgefield Employers Ins Co | 10701 |
| | INSURER C: Westchester Surplus Lines Ins Co | 010172 |
| | INSURER D: Westfield Specialty Insurance Company | 16992 |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [ ] OCCUR | | | TRA0975947 | 4/7/2025 | 4/7/2026 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 150,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| D | [X] Professional Liability | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | CPP-426636K-01 | 7/10/2025 | 7/10/2026 | Professional Liability | $ | 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | TRA0975947 | 4/7/2025 | 4/7/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | PIP-Basic | $ | 10,000 |
| A | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | TRA0975947 | 4/7/2025 | 4/7/2026 | EACH OCCURRENCE | $ | 5,000,000 |
| | | | | | | | AGGREGATE | $ | 5,000,000 |
| | | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 0830-53545 | 4/7/2025 | 4/7/2026 | [X] PER STATUTE [ ] OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| C | Pollution Liability | | | G4682765A 008 | 10/20/2024 | 10/20/2025 | Each Occurrence/Aggregate | | $1M ea/$2M agg |
| A | Inland Marine | | | TRA0975947 | 4/7/2025 | 4/7/2026 | Leased & Rented Equipment | | $700,000 |

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

**CERTIFICATE HOLDER**

For Informational Purposes Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/ALTHAI

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS FL 32708

**LICENSE NUMBER: CGC051005**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# 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

## CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

**LICENSE NUMBER: CUC057230**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 17,2025

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FLORIDA 32708

**RE: CERTIFICATE OF QUALIFICATION**

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

**FDOT APPROVED WORK CLASSES:**
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
**HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification**

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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

# Detail by Entity Name

Florida Limited Liability Company
CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | L14000021124 |
| **FEI/EIN Number** | 46-4740152 |
| **Date Filed** | 02/06/2014 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | LC DISSOCIATION MEM |
| **Event Date Filed** | 05/16/2014 |
| **Event Effective Date** | NONE |

**Principal Address**

1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

**Mailing Address**

PO BOX 195788
WINTER SPRINGS, FL 32719

Changed: 06/30/2025

**Registered Agent Name & Address**

CATHCART, DAVID
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

**Authorized Person(s) Detail**

**Name & Address**

Title Manager/Member, President

BLANTON, MATT
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager/Member

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager/Member, CEO, Secretary, Attestations

Cathcart, John
PO Box 195788
Winter Springs, FL 32719

Title Asst. Secretary, for Attestations Only

MCCLELLAN, RYAN
1056 WILLA SPRINGS DRIVE
Winter Springs, FL 32708-5214

Title MGR (non member) For Executing Bids / Proposals Only

Ryan, Whitmer
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 03/14/2024 |
| 2025 | 05/06/2025 |
| 2025 | 06/30/2025 |

**Document Images**

| | |
|---|---|
| 06/30/2025 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 05/06/2025 -- ANNUAL REPORT | View image in PDF format |
| 03/14/2024 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2023 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2022 -- ANNUAL REPORT | View image in PDF format |
| 04/22/2021 -- ANNUAL REPORT | View image in PDF format |
| 08/18/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/30/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/14/2016 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2015 -- ANNUAL REPORT | View image in PDF format |
| 05/16/2014 -- CORLCDSMEM | View image in PDF format |
| 02/06/2014 -- Florida Limited Liability | View image in PDF format |

# SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC**
**1056 WILLA SPRINGS DR**
**WINTER SPRINGS, FL 32708**

Account #: 157615

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291 Amount Paid: $ 45.00 Date Paid: 09/12/2024

## BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

**REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC**
**1056 WILLA SPRINGS DR**
**WINTER SPRINGS, FL 32708**

# Cathcart Construction Company - Florida, LLC
## Comparative Balance Sheet
## December 31, 2024 and 2023

| | 2024 | 2023 |
|---|---|---|
| **Assets** | | |
| Current Assets: | | |
| Cash | $ 5,865,076 | $ 6,564,128 |
| Accounts receivable, net | 18,564,143 | 7,368,685 |
| Costs and earnings in excess Of billings | 1,536,835 | 1,890,851 |
| Prepaid expenses | 85,774 | 97,750 |
| Total Current Assets | 26,051,828 | 15,921,414 |
| Fixed Assets: | | |
| Property & Equipment | 16,474,997 | 12,468,819 |
| Less Accumulated Depreciation | ( 3,903,012) | ( 3,225,770) |
| | 12,571,985 | 9,243,049 |
| Total Assets | $ 38,623,813 | $25,164,463 |
| **Liabilities and Member Equity** | | |
| Current Liabilities: | | |
| Accounts payable and accrued Liabilities | $ 6,571,182 | $ 7,348,260 |
| Billings in excess of costs And profits | 11,696,562 | 2,290,721 |
| Current portion of Long-term debt | 2,361,737 | 1,329,567 |
| Total Current Liabilities | 20,629,481 | 10,968,548 |
| Long-term Liabilities: | | |
| Long-term debt, net of current Portion | 4,232,196 | 2,521,156 |
| Total Liabilities | 24,861,677 | 13,489,704 |
| Member Equity: | | |
| Class A Units | 615,000 | 615,000 |
| Class B Units | 50,000 | 50,000 |
| Retained earnings | 13,097,136 | 11,009,759 |
| Total Member Equity | 13,762,136 | 11,674,759 |
| Total Liabilities and Member Equity | $38,623,813 | $25,164,463 |

See Independent Auditor's Report and Notes To Financial Statements.

Cathcart Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

# Cathcart SAM.gov Information 2025:

## CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC ● Active Registration

Unique Entity ID:
**MHV9M8ZKK619**

CAGE/NCAGE:
**740Y3**

Doing Business As:
**(blank)**

Physical Address:
**2564 CONNECTION PT**
**OVIEDO, FL 32765-9086 USA**

Expiration Date
**Mar 19, 2026**

Purpose of Registration:
**All Awards**

TOP WORK PLACES 2023 Orlando Sentinel

TOP WORK PLACES 2024 Orlando Sentinel

| Owned Equipment | | | |
|---|---|---|---|
| **Decription** | **Make** | **Model** | **Quantity** |
| Broom Tractor | LayMor | 300 | 3 |
| Compact Excavator | Takeuchi | TB240 | 1 |
| Compact Track Loader | Bobcat | T590 | 1 |
| Compact Track Loader | Bobcat | T595 | 1 |
| Compact Track Loader | Case | TV450B | 1 |
| Compact Track Loader | John Deere | 331G | 1 |
| Compact Track Loader | John Deere | 333G | 1 |
| Compact Track Loader | Kubota | 90 | 1 |
| Compact Track Loader | Kubota | 95 | 2 |
| Compact Track Loader | Kubota | 97 | 1 |
| Compact Track Loader | Takeuchi | TL8R2 | 2 |
| Dover | John Deere | 450J | 1 |
| Drum Roller | Hamm | H5i | 2 |
| Drum Roller | Hamm | H7i | 3 |
| Roller | Sakai | SV414ND | 1 |
| Dump Truck | Ford | F650 | 1 |
| Excavator | Takeuchi | TB240 | 1 |
| Excavator | Caterpillar | 310 | 1 |
| Excavator | Caterpillar | 325 | 2 |
| Excavator | Hitachi | ZX85 | 2 |
| Excavator | Hitachi | 135US | 1 |
| Excavator | Hitachi | ZX345 | 2 |
| Excavator | Hitachi | 345 | 1 |
| Excavator | John Deere | 85G | 2 |
| Excavator | John Deere | 160G | 1 |
| Excavator | Komatsu | 138 | 1 |
| Excavator | Linkbelt | 145X4 | 1 |
| Dozer | John Deere | 450 | 1 |
| Flatbed Hauler | Ford | F350 | 2 |
| Grader | John Deere | 620 | 1 |
| Grader | John Deere | 670 | 1 |
| Mini Excavator | Bobcat | E45 | 4 |
| Mini Excavator | Bobcat | E85 | 2 |
| Mini Excavator | Bobcat | E80 | 1 |
| Mini Excavator | Caterpillar | 305 | 1 |
| Mini Excavator | John Deere | 331G | 1 |
| Mini Excavator | John Deere | 35G | 2 |
| Mini Excavator | John Deere | 135P | 4 |
| Mini Excavator | John Deere | 85G | 2 |
| Mini Excavator | John Deere | 26G | 1 |
| Mini Excavator | John Deere | 60P | 1 |
| Mini Excavator | Hitachi | ZX60 | 1 |
| Wheel Loader | Case | 321F | 1 |
| Wheel Loader | Case | 821 | 1 |
| Wheel Loader | Doosan | DL220-3 | 3 |
| Wheel Loader | Hitachi | ZW80 | 1 |
| Wheel Loader | Hitachi | ZW180 | 2 |
| Wheel Loader | John Deere | 544 | 1 |

| | | | |
|---|---|---|---|
| Wheel Loader | John Deere | 644K | 1 |
| Wheel Loader | John Deere | 644L | 1 |
| Wheel Loader | John Deere | 304L | 1 |
| Wheel Loader | John Deere | 544G | 5 |
| Wheel Loader | John Deere | 444G | 2 |
| Wheel Loader | John Deere | 204G | 2 |
| Wheel Loader | John Deere | 304G | 1 |
| Wheel Loader | Komatsu | 270-8 | 3 |
| Wheel Loader | Komatsu | 270-7 | 1 |

CCC Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

# References

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(407) 571-8572

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CCC Cathcart
Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

## Relevant Projects

1) City of Orlando Continuing Contract / Orlando Water Reclamation Division: Continuing Contract for Removal, Replacement, maintenance, and repairs of wastewater treatment systems at City of Orlando's Iron Bridge, Water Consrev I, and Water Conserv II facilities
   - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
   - Daron Johnson/ City of Orlando
     - (407) 246-2273/ Daron.Johnson@cityoforlando.net
   - Value of Work Done - ~$6,700,000
   - General Superintendent – Justin Williams
   - General Superintendent – Joe Newton

2) East Longwood Phase 2: 7,600 LF of 8" PVC Gravity Sewer, 33 4' Dia. Manholes, 7 Drop Manholes, 2 Conflict Manholes, 132 6" laterals, 95 LF of 4" Force Main, 1 Duplex Pump Station, +130 Septic Abandonment/House Lateral Installations, Collection System Bypass, 13,000 SY of Asphalt Milling, 1,600 TN of Asphalt Paving, and 54 CY of Flowable Fill Grouting.
   - Owner, City of Longwood, 155 W. Warren Avenue, Longwood, FL 32750
   - Najee Hunter / Barnes Ferland and Associates
     - 321.322.1114 / nhunter@bfaenvironmental.com
   - Final Budget - $6,192,405.48
   - Final Completion – October 2024
   - General Superintendent – Joe Newton

3) Hughey and Garland Water Main Replacement: 3400 LF 20", 500 LF of 16", 1000 LF 12", 1000 LF 8", 1240 LF of 6" DIP Water Main, 1500 LF Electrical Duct Bank, 580 LF of 6", 950 LF of 8", and 100 LF of 12" PVC Gravity Sewer, 20,000 SY Roadway Replacement in Downtown Orlando
   - Owner, Orlando Utilities Commission, 100W W Anderson St, Orlando, FL 32801
   - Natalie Urick / Orlando Utilities Commission
     - 321.230.6694 / NUrick@ouc.com

- Final Budget - $15,092,683.68
- Final Completion – December 2024
- General Superintendent – Joe Newton

4) Holly Avenue Streetscapes / Blue Springs Nutrient Reduction: This project included 1 Sanitary Lift Station and 1 Stormwater Lift Station. Pipe systems consisted of 1400LF of 18", 290LF of 24", 1000LF of 30", and 440LF of 36" RCP, 54 Storm Structures, 550LF of 6", 275LF of 8", 2682LF of 10", and 38LF of 12" PVC Gravity Sewer, 7 Sanitary Manholes, 550LF of 6", 1787LF of 8", and 1958LF of 10" PVC Sanitary Force Main, as well as 60LF of 4", 275LF of 6", and 6870LF of 8" RWM. Restoration included 4800SY of Asphalt Milling, 1300TN of Asphalt Paving, 5630LF of Curb/Gutter, 3050SY of Concrete sidewalk/Driveways, 1600SY of Paver Roadway, and 18000SY of Sod.
   - Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
   - Mariluz Diaz / Orange City
     - 386.775.5472 / mdiaz@orangecityfl.gov
   - Final Budget - $6,285,723
   - Final Completion – March 2025
   - General Superintendent – Joe Newton

5) 9th Street Gravity Sewer & Force Main: This project was a gravity sewer, watermain, and force main improvement project. The force main improvements involved 2155 LF of directional drilling 24" HDPE, 80 LF of 20" force main installed by Jack & Bore, 2272 LF of open cut 20" PVC force main, grout filling 7000 LF of old force main. Water main included 2000 LF of various sizes of pipe ranging from 6" to 12" including multiple fittings, gate valves, and services. Gravity sewer included approximately 1000 LF of various sizes of pipe ranging from 8" to 15", 120 LF of 12" gravity sewer installed by Jack & Bore, and 9 manholes. Over 3000 SY of asphalt paving and approximately 600 SY of concrete sidewalk was needed in the restoration of the project.
   - Owner, City of Winter Garden, 300 West Plant St, Winter Garden, FL 34787
   - Jim Monahan / City of Winter Garden
     - (407) 840-0276 / jmonahan1@cwgdn.com
   - Final Budget - $4,273,086.94
   - Final Completion – June 2020
   - General Superintendent – Joe Newton

6) Hull Avenue Septic to Sewer: 3300LF of 8" sanitary sewer, 14 manholes, 1300LF of 6" laterals, 2500 LF of laterals on private property, 44 septic abatements, and 3800SY of Roadway restoration.
   - Owner, Town of Oakland, 230 N. Tubbs Street, Oakland, FL 34760
   - Mike Parker / Public Works Director
     - 407.656.1117 ext.2302 / mparker@oaklandfl.gov

- Final Budget - $1,242,986
- Final Completion – April 2022
- General Superintendent – Justin Williams

7) Coolidge Street Utility Improvements: This project included installation of new sanitary sewer and water utilities as well as new road construction. Sanitary included 400LF of 12", 5300LF of 15" PVC, 19 manholes, and active flow bypassing. Water included 4500LF of 10", 310LF of 6" PVC, multiple valves, 4 tapping sleeves, 7 fire hydrant assemblies, and grout filling of old water main. Road construction included 6600CY of excavation, 3664SY of milling & resurfacing, and 1300SY of new roadway paving.
   - Owner, City of Eustis, 10 N. Grove Street, Eustis, FL 32727-0068
   - Daniel Millan / City of Eustis
     - (352) 483-5480 ext. 3105 / MillanD@Eustis.org
   - Final Budget - $3,947,720.00
   - General Superintendent – Joe Newton

8) Orange City Phase 1 and Phase 1 A Nutrient Reduction: 2 Sanitary Lift Station, 5800 LF of Gravity Sewer, 1500 LF of Force Main, 13,600 SY of Roadway
   - Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
   - Mariluz Diaz / Orange City
     - 386.775.5472 / mdiaz@orangecityfl.gov
   - Final Budget - $4,152,748
   - General Superintendent – Joe Newton

9) Hillview/Mathews Road 30" FM Remove and Replace: Remove and Replace 1650 LF of 30" Forcemain, 1700 LF of Bypass, completed on a Thanksgiving Weekend
   - Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
   - Trey Sisk / Construction Manager
     - 407.571.8572 / TSisk@altamonte.orgb
   - Final Budget - $625,000.00
   - General Superintendent – Joe Newton

10) Service Area 3 Watermain Rehab Ph. 2 – Installation of 5,980LF of 6" and 1,790LF of 8" DR-18 PVC via open cut. 150LF of 8" HDPE and 140LF of 10" HDPE were installed via HDD. Restoration included 2,190SY of driveway/sidewalk repair, 5,756CY of import fill to replace unsuitable material, and 1,260 SY of asphalt milling and resurfacing.
   - Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
   - John Eason / Deputy City Manager
     - (863) 773-3131 / jeason@cityofwauchula.com
   - Final Budget - $2,497,830.00

- Final Completion – November 2024
- General Superintendent – Justin Williams

11) Water System Main Line Connections – Installation of 550LF of 6", 185LF of 8", 190LF of 10", and 11,945LF of 12" PVC water mains via open cut and 2,496LF of 12" HDPE via HDD. Grouting included 3,520LF of 6", 2,930LF of 10", and 1,315LF of 12" existing water mains. Restoration included 1,820SY of concrete driveway, 3,075SY of concrete sidewalk, 2,450LF of full depth asphalt restoration and 5,920SY of milling and resurfacing.
    - Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
    - Todd Mckinnish / Chief Inspector
        - (863) 559-1908 / todd@cityofwauchula.com
    - Final Budget - $5,040,019.83
    - Final Completion – November 2024
    - General Superintendent – Justin Williams

12) Orange County Force Main R/R East Package 1 – Removal and replacement of 1,290LF 6" and 3,010LF of 8" pipe, abandoning of 1,040LF of 6" in place and the installation of 2,290LF of 6" and 3,010LF of 8" PVC force main. Multiple tapping sleeves and line stop assemblies were necessary and restoration included 462SY of 1.5" asphalt, and 246SY of 4" concrete. A public information officer was used for communication with locals and residents of the affected areas.
    - Owner, Orange County, 9150 Curry Ford Road, Orlando, 32825
    - James Montalvo / Chief Inspector
        - (407) 254-9793 / James.Montalvo@ocfl.net
    - Final Budget - $2,100,023.28
    - Final Completion – August 2024
    - General Superintendent – Justin Williams

13) Hicks Avenue Extension - Reconstruction and Extension of Urban Roadway consisting of 13 storm inlets, 8 storm manholes, 114LF of 18", 940 LF of 24", 99LF of 30", and 174LF of 36" RCP. Water utility consisted of 280LF of 4", 130LF of 6", and 430LF of 8" DIP. Restoration and new construction included 1950SY of 4" and 192SY of 6" sidewalk, 1740LF of F curb, 1100LF of HDD conduit, 2200 LF of Fiber Optic, 3 steel mast arms with signalization, and over 760TN of asphalt paving.
    - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
        - Ed Bryant, (407) 637-4898 – edgar.bryant@cityoforlando.net
    - Final Budget - $5,186,077.70
    - Final Completion – July 2024
    - General Superintendent – Joe Newton

14) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment with water utility consisting of 1100LF of 12" PVC, 780LF of 12" DIP via Open Cut, 550LF of 12" HDPE via HDD, 100LF each of 1" & 2" via HDD, and 1850LF of 24" DIP via Open Cut. RWM consisted of 4300LF of 12" DIP, 2300LF of 16" PVC via Open Cut, 1800LF of 16" HDPE via HDD, and 30" Steel Casing via Jack & Bore. Over 12000LF of pipe was removed and disposed of and over 3000LF of pipe was grout filled. Restoration included 1465Y of asphalt milling and resurfacing as well as 3100SY of full depth asphalt paving.
    - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
        - Jay Morris, Vice President (407) 425-0452 – jmorris@cphcorp.com
    - Final Budget - $7,669,346.72
    - Final Completion – July 2024
    - General Superintendent – Justin Williams

15) Nolan Road Culvert Improvements – This project consisted of the construction a culvert bridge consisting of 815LF of 18", 58LF of 24", and 210LF of 36" Class III Concrete Pipe Culvert and 49LF of 29"x45" Class HE-III Concrete Pipe Culvert. Demo of the existing bridge/structures were necessary as well as 326CY of excavation and 709 CY of Embankment. Construction also included 9 storm inlets, 4 manholes, concrete traffic railing-bridge with 36" slope, 50LF of guardrail, and 154SY of 6" sidewalk.
    - Owner, Seminole County, 100 East First Street, Sanford, Florida 32771
    - Ron Ramos, Project Manager / Seminole County
        - (407) 665-5774 / rramos@seminolecountyfl.gov
    - Final Budget – $1,131,318.62
    - Final Completion – December 2023
    - General Superintendent – Justin Williams

16) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 10 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.
    - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
        - Micah Smart, Engineer II (407) 483-3851 – Msmart@tohowater.com
    - Final Budget - $1,141,109.60
    - Final Completion - June 2023
    - General Superintendent – Justin Williams

17) Urick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.
    - Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
        - Robb Dicus, Public Works Director (352) 360-6795 – RDicus@fruitlandpark.org
    - Final Budget $2,640,218.00
    - Final Completion - March 2023
    - General Superintendent – Joe Newton

18) Cottonwood Fire Protection Improvements – This Project was an upgrade that replaced the watermain system by installing 3800 LF of new 6" watermain, 56 services, and restoration to the roadway. The original scope of work only required a 5' wide repair on the concrete aprons that cover only the areas that were open cut. Since the contingency money in the project was not utilized on any issues, the City of Leesburg decided to replace the aprons from the road all the way to the right of way line. The added scope increased the project budget some but provided a better restoration than the original scope of work.
    - Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
        - Ryan Gerdon, Administrative Coordinator (352) 705-0248 – ryan.gerdon@leesburgflorida.gov
    - Final Budget – $543,700.56
    - Final Completion – March 2023
    - General Superintendent – Joe Newton

19) Amanda ST Extension Construction – This project was a roadway extension that performed the installation 2434 LF of 4" PVC water main, 2525 LF of 8" PVC water main, 469 LF of 4" HDPE directional drilled watermain, over 100 new watermain services, and 5 fire hydrants. The sanitary sewer portion of the project consisted of 2097 LF of 8" sewer, 475 LF of 8" sewer, and 10 sewer manholes. The stormwater improvements consisted of 232 LF of 15" RCP, 1600 LF of 18" RCP, 1900 LF of 24" RCP, 17 curb inlets, 3 ditch bottom inlets, and 6 manholes. The road restoration involved 550 SY of brick pavers, 4325 LF of curbing, 5038 SY of 4" sidewalk, 295 CY of gravity wall, and 7686 SY of asphalt restoration.
    - Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701

- Trey Sisk, Construction Manager (407) 571-8572 – tsisk@altamonte.org
- Final Budget – $3,938,864.50
- Final Completion – June 2021
- General Superintendent – Joe Newton

20) Windward Square Service Line Replacement – This project was an improvement to rehabilitate the water main system in the Windward Square complex. The upgrades consisted of 240 services with new services lines, new meters, and meter boxes. The restoration consisted of over 500 SY of sidewalk replacement, 1000 SY of concrete driveways, and sod as needed. A change order was created during the project for additional sidewalk that needed to be replaced. This was due to restoration that was required by the city of Casselberry, but these quantities were not captured in the original scope of work.

- Owner, City of Casselberry – 95 Triplet Lake Drive, Casselberry, FL 32707
  - Jiovani Charres, Utilities Engineer (407) 262-7725 ext 1761 – Jcharres@casselberry.org
- Final Budget – $2,087,770.00
- Final Completion – May 2023
- General Superintendent – Joe Newton

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454842

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 1454842

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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**Approved by:**

| | |
|---|---|
| **Employer**<br>Cathcart Construction Company - Florida | |
| **Name** (Please Type or Print)<br>Matthew Blanton | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>09/30/2019 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>09/30/2019 |

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| Information Required for the E-Verify Program<br>Information relating to your Company: | |
|---|---|
| **Company Name** | Cathcart Construction Company - Florida |
| **Company Facility Address** | 2564 Connection Point<br>Oviedo, FL 32765 |
| **Company Alternate Address** | |
| **County or Parish** | SEMINOLE |
| **Employer Identification Number** | 464740152 |
| **North American Industry Classification Systems Code** | 237 |
| **Parent Company** | Cathcart Construction Company - Florida |
| **Number of Employees** | 100 to 499 |
| **Number of Sites Verified for** | 1 site(s) |

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Claudia Bosquez |
| Phone Number | 407629290016 |
| Fax | 3212034900 |
| Email | claudia@cathcartconstructioncompany.com |

| | |
|---|---|
| Name | Cathy Owen |
| Phone Number | 407629290010 |
| Fax | 4072034900 |
| Email | cathy@cathcartconstructioncompany.com |

| | |
|---|---|
| Name | Matthew Blanton |
| Phone Number | 407629290021 |
| Fax | 3212034900 |
| Email | mblanton@cathcartconstructioncompany.com |

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This list represents the first 20 Program Administrators listed for this company.

# Preliminary Engineering Report

Town of Howey-in-the-Hills, FL

Clean Water Facilities and Collection System

1511 North Westshore Blvd | Suite 420
Tampa, FL 33607
800.426.4262

woodardcurran.com

0234624.04
**Howey-in-the-Hills, FL**
July 2025

# CERTIFICATION BY ENGINEER

The information contained in this report is true and correct to the best of their knowledge, the report was prepared in accordance with sound engineering principles, and he discussed the recommendations, costs, and funding approach with the Town of Howey-in-the-Hills (Town) or the Town's delegated representative. This Clean Water Preliminary Engineering Report was prepared to meet the requirements of the Florida Clean Water State Revolving Fund (CWSRF) Program under Chapter 62-503, F.A.C. and the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI), and this certification pertains only to the planning analysis presented in this report. Certification for design and construction of the proposed facilities will be completed under a separate CWSRF project.

_____

Date

_____

Peter Hardy, P.E.
Florida P.E. License No. 56262
Woodard & Curran, Inc.
1511 North Westshore Blvd | Suite 420
Tampa, FL 33607

Woodard & Curran

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# EXECUTIVE SUMMARY

This Preliminary Engineering Report was prepared for the Town of Howey-in-the-Hills (Town) in a collaborative effort by Town staff and Woodard & Curran, Inc. to meet the needs of the Town and the requirements of the Florida Clean Water State Revolving Fund (SRF) program. This report is meant to evaluate utility needs to support growth and improve resiliency. This report is a planning-level document that defines project needs and estimated costs that will enable the Town to apply for grants and low-interest funds for the design and construction of essential wastewater infrastructure.

This planning document is based on a 20-year planning period from 2025 to 2045. The evaluation area includes the center of the Town of Howey-in-the-Hills, which is referred to as "Old Howey". The planning area is shown in **Figure 1-1**. Most of Old Howey relies on aging onsite septic systems for wastewater treatment and disposal. There are only a few properties in Old Howey served by a centralized wastewater treatment system, which sends flow to a privately-owned treatment facility. Transitioning the rest of the Town into a centralized wastewater treatment system will reduce the risk of future contamination to groundwater and local waterbodies, such as Little Lake Harris.

The Town's population projection over the planning period was evaluated based on population growth statistics from the Bureau of Economic and Business Research (BEBR) and the United States Census. The Town's population has steadily increased over the past decade; therefore, the Town requires an improved wastewater collection and conveyance system to support future demand.

Three alternatives were evaluated for constructing a wastewater collection and treatment system. The three alternatives are for the Town to 1) make no improvements, 2) connect to an existing treatment facility in the City of Groveland, and 3) purchase the Frozen Grove WWTF, which is currently owned by Sewer and Water Plants Investments LLC. The Central Lake Community Development District (CDD) partially owns and currently operates the facility. The Frozen Grove WWTF would then serve as a regional plant for Howey and the surrounding community. The recommended alternative is to purchase the Frozen Grove WWTF.

The associated opinion of probable cost of purchasing the Frozen Grove WWTF and constructing the collection system is shown in **Table ES-1-1.** The total capital cost of the recommended project is estimated to be $21.8 million in 2025 dollars. Details of the project costs are included in Appendix C.

**TABLE ES-1-1: SELECTED PLAN PROPOSED COSTS**

| Item | Cost |
|---|---|
| Construction Base Cost (2025) | $13,077,000 |
| Construction Contingency (10%) | $1,307,700 |
| Engineering, Permitting and Design (10%) | $1,307,700 |
| Engineering Service During Construction (5%) | $653,900 |
| Fiscal, Legal and administrative (3%) | $392,400 |
| Frozen Grove WWTF Capital Assets | $3,200,000 |
| Frozen Grove WWTF Profit | $500,000 |
| **Total Opinion of Capital Costs** | **$20,439,000** |

# 1. PROJECT PLANNING

## 1.1 Location

The Town of Howey-in-the-Hills, Florida (Town) is located in the middle of Lake County, on the west shore of Little Lake Harris, an arm of Lake Harris which sits to the north. Yalaha, an unincorporated community, borders the Town to the northwest and the City of Groveland borders it to the south. It is located approximately five (5) miles north of the City of Groveland and approximately thirty (30) miles northwest of Orlando. The Town is made up of 3.16 square miles of land and is located within the St. John's River Water Management District (SJRWMD). Two (2) major roadways run through the Town, Florida State Road 19, also known as Palm Avenue, travels through the middle of Town and State Road 19 leads to Taveres to the north and Groveland to the south. A location plan of the Town can be seen in **Figure 1-1**.

## 1.2 Existing and Future Conditions

This section outlines the existing environmental conditions and details the potential growth of the Town of Howey-in-the-Hills.

### 1.2.1 Description of Planning Area

The planning area is the center of Town, which is referred to as "Old Howey." Old Howey is bound by Mission Lane in the north, Island Drive in the south, N Lakeshore Blvd in the east, and S Florida Ave and N Georgia Ave in the west. The Old Howey Planning Area is depicted in **Figure 1-2**. The Town currently provides potable water to most of its residents and limited wastewater service to specific areas of the Town. The areas with a wastewater collection system include Talichet, Venezia South and a few connections within Old Howey. All other areas of the Town rely on septic systems.

**FIGURE 1-1: TOWN OF HOWEY-IN-THE-HILLS LOCATION PLAN**

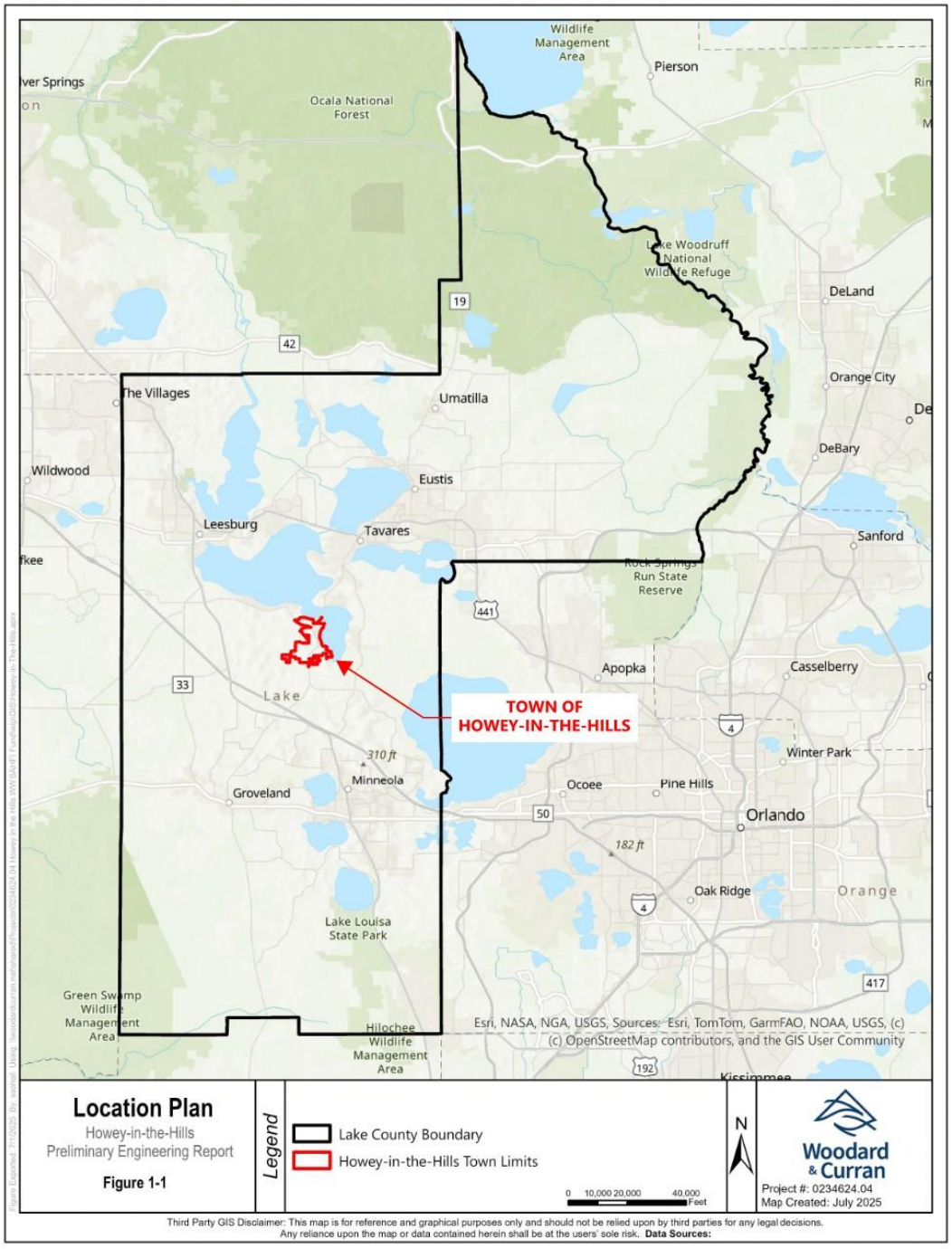


**FIGURE 1-2: TOWN OF HOWEY-IN-THE-HILLS PLANNING AREA**

### 1.2.2 Climate

Located in Central Florida, Howey-in-the-Hills's climate is characterized as hot and humid for the majority of the year. The Town's cold season is relatively short and dry and usually lasts from December to March. The average daily low temperature is 52 degrees Fahrenheit during winter. The Town has approximately six days when the temperature falls below freezing through the night hours. Rainfall averages approximately 40.9 inches with precipitation approximately 130.6 days out of the year, which is higher than the United States average of 106.2 days of precipitation a year. See **Table 1-1** below.

**TABLE 1-1: CLIMATE AVERAGES**

| | Howey-in-the-Hills, FL | United States |
|---|---|---|
| Rainfall (in) | 40.9 | 38.1 |
| Snowfall (in) | 0 | 27.8 |
| Precipitation (days) | 130.6 | 106.2 |
| Sunny (days) | 235 | 205 |
| Average July High (deg (F) | 90 | 85..8 |
| Average January Low (deg F) | 49 | 21.7 |
| UV Index | 5.85 | 4.3 |

### 1.2.3 Topography & Drainage

According to the United States Geological Survey Topographic Map and United States Fish and Wildlife Wetlands Inventory, the planning area is surrounded by a mix of wetlands, lakes, ponds, and riverines. The planning area has a large variation in elevation. A topographic map can be seen in **Figure 1-3** and a US FWS Wetlands Map can be seen in **Figure 1-4.**

**FIGURE 1-3: TOPOGRAPHY**

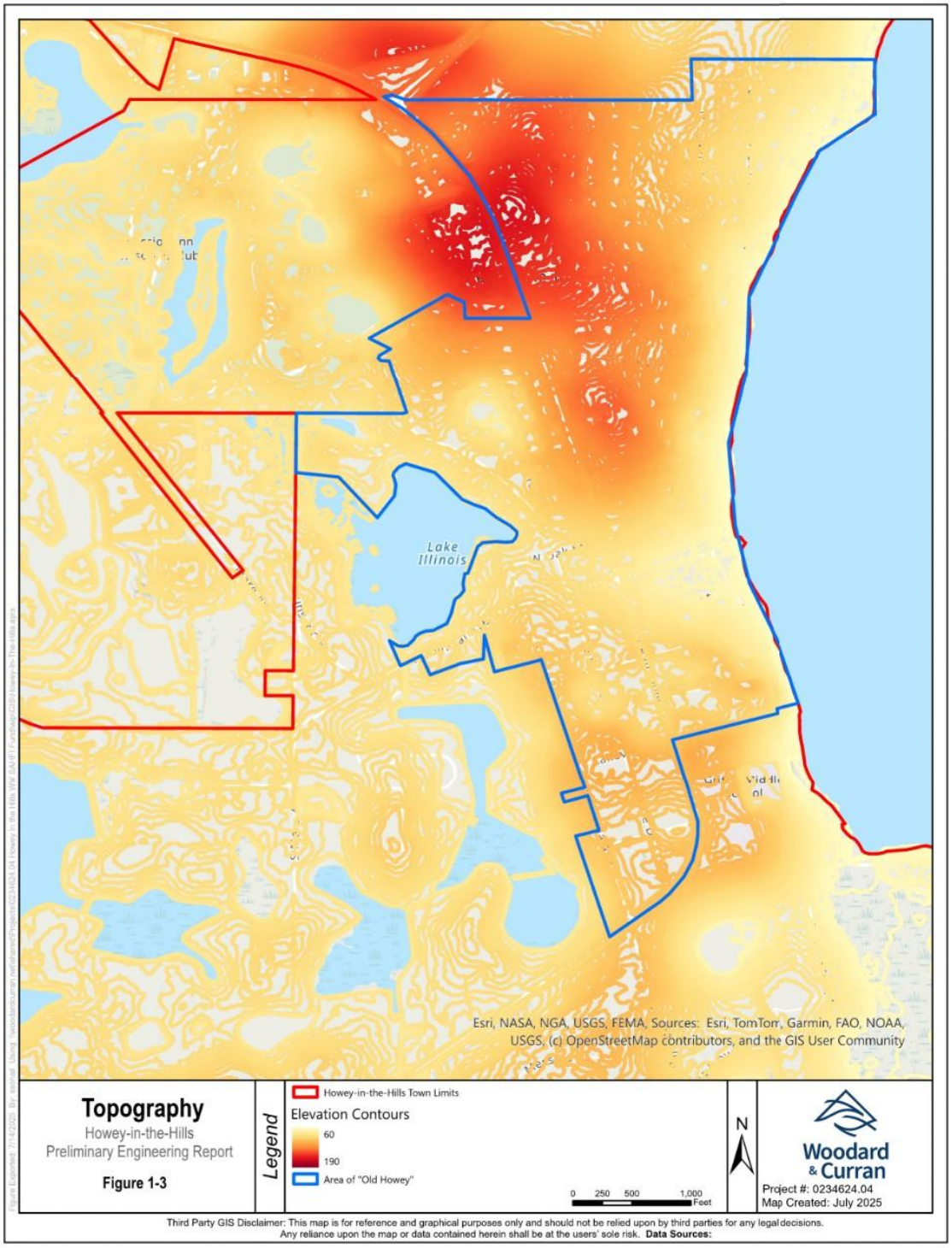
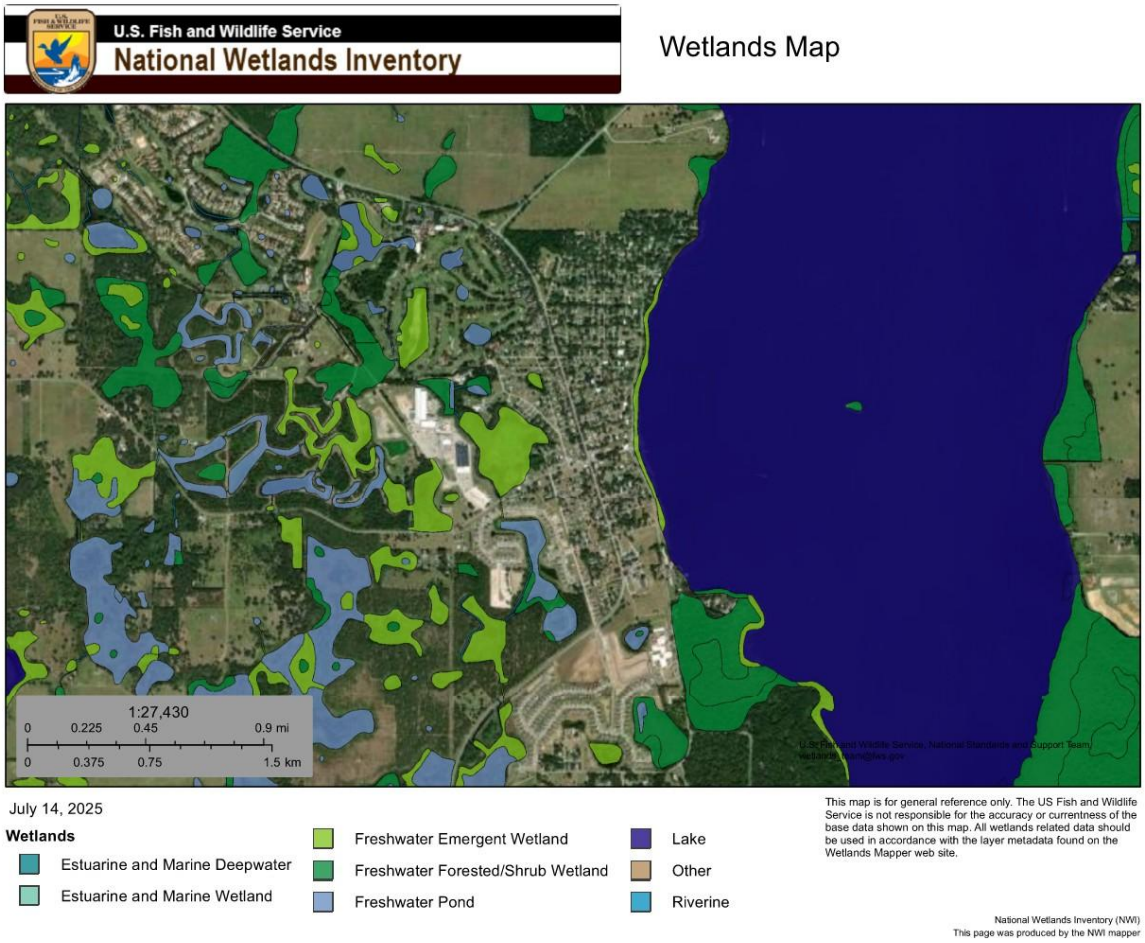


**FIGURE 1-4: WETLANDS**




The planning area is covered in 6 different types of soils as summarized in **Table 1-2** below.

**TABLE 1-2: PLANNING AREA SOIL TYPES**

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 8 | Candler sand, 0 to 5 percent slopes | 175.7 | 53.4% |
| 9 | Candler sand, 5 to 12 percent slopes | 123.0 | 37.4% |
| 17 | Arents | 0.5 | 0.1% |
| 21 | Lake sand, 0 to 5 percent slopes | 23.2 | 7.0% |
| 22 | Lake sand, 5 to 12 percent slopes | 0.6 | 0.2% |
| 28 | Myakka-Myakka, wet, sands, 0 to 2 percent slopes | 2.6 | 0.8% |
| 99 | Water | 3.8 | 1.2% |
| **Totals for Area of Interest** | | **329.4** | **100.0%** |

The planning area is covered in six different type of soils. 97.8% of soil is excessively drained, 1.0% of soil is very poorly drained, and 1.2% of the planning area is water. See Appendix A for a United States Department of Agriculture Natural Resources Conservation Service Custom Soil Report for the proposed area of interest.

### 1.2.4 Geology, Soils, Physiography

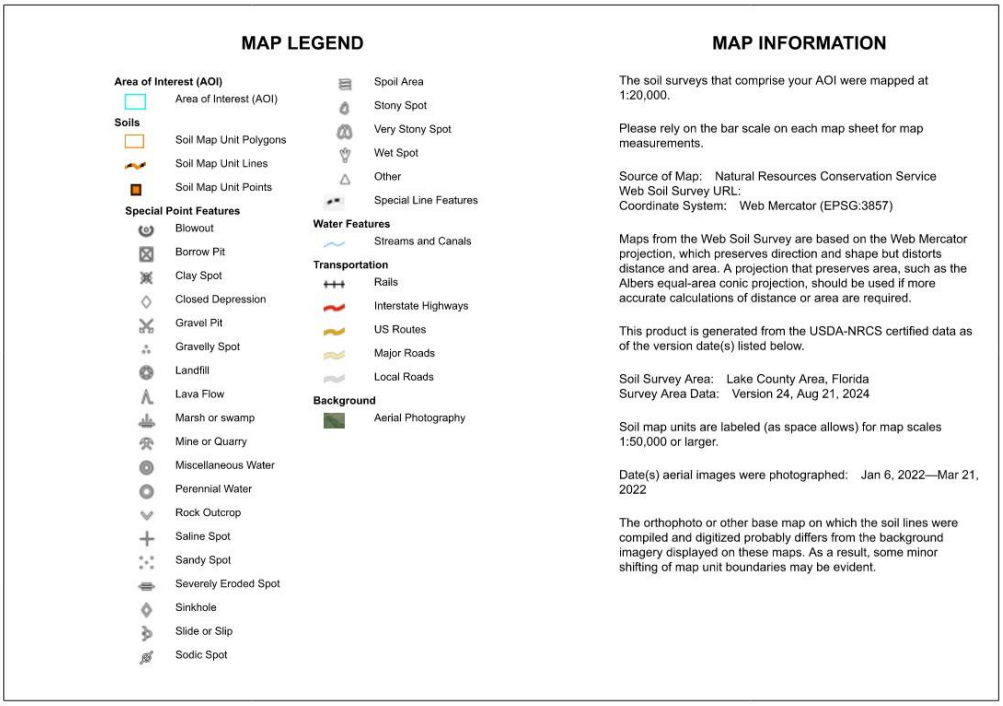
According to the United States Department of Agriculture (USDA) Natural Resources Conservation Service Soil Survey denotes 98.8% of land within the planning area is composed of six different types of soils. All soils within the proposed land area are composed of soils that are classified as moderately high to high to very high to transmit water.

97.8% of soils within the area are classified as farmland of unique importance, and 1% are classified as not prime farmland according to the USDA Natural Resources Conservation Service. The most predominant soil type found in the planning area are characterized as sandy. See **Figure 1-5** for soil mapping within the planning area. See **Appendix A** for the full soil report.

**FIGURE 1-5: CUSTOM SOILS RESOURCES MAP**

9

Custom Soil Resource Report

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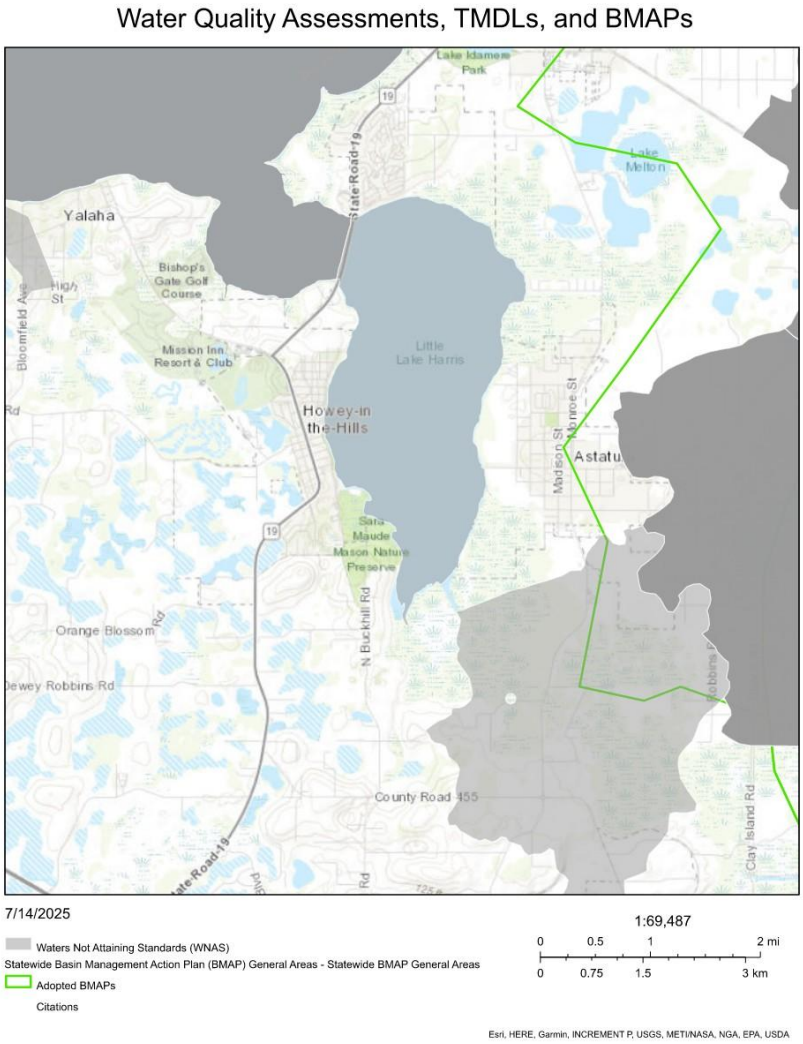
## 1.2.5 Surface & Ground Water Hydrology

There are no surface waters within the planning area but there are three waterbodies within one mile of the planning area which include Holland Lake, Lake Illinois, and Little Lake Harris. All surface waters are designated Class III waters, suitable for recreation and for propagation of fish and wildlife. The planning area is located within the St. Johns River Water Management District (SJRWMD) and the Upper Ocklawaha River Basin Management Action Plan Boundary (BMAP). The source of the drinking water for the planning area is the Upper Floridan Aquifer. The aquifer is composed of limestone and dolomite and has high flows near the center of the state where the planning area is located. There are no wild or scenic rivers in the planning area. **Figure 1-6** shows a map of the BMAP area relative to the planning area.

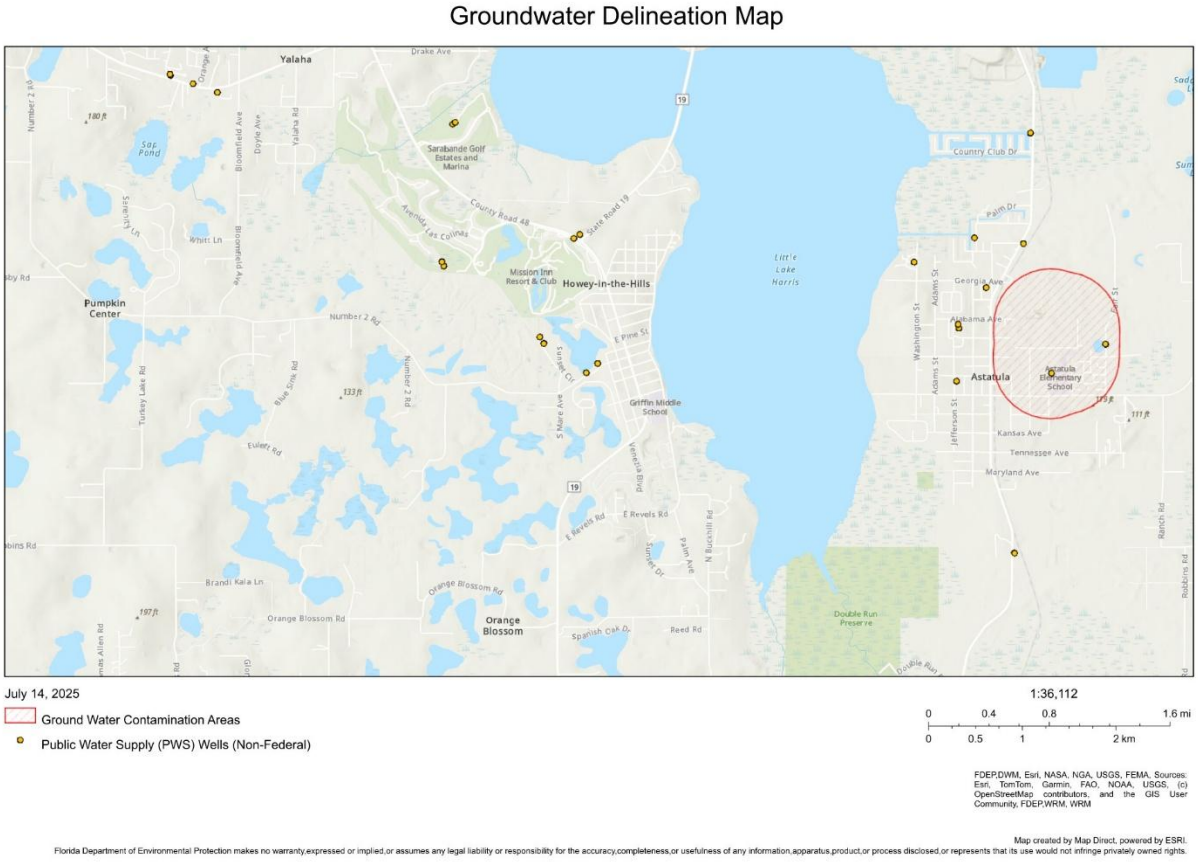
**FIGURE 1-6: BMAP MAP**




## 1.2.6 Surface & Ground Water Quality

From the Lake County Water Atlas, the water quality for Little Lake Harris has been determined as good. The other surface waters do not have data. All of the groundwaters in the planning area are designated class G-II (potable water use). **Figure 1-7** displays a map of the groundwater delineation.

**FIGURE 1-7: GROUNDWATER DELINEATION**



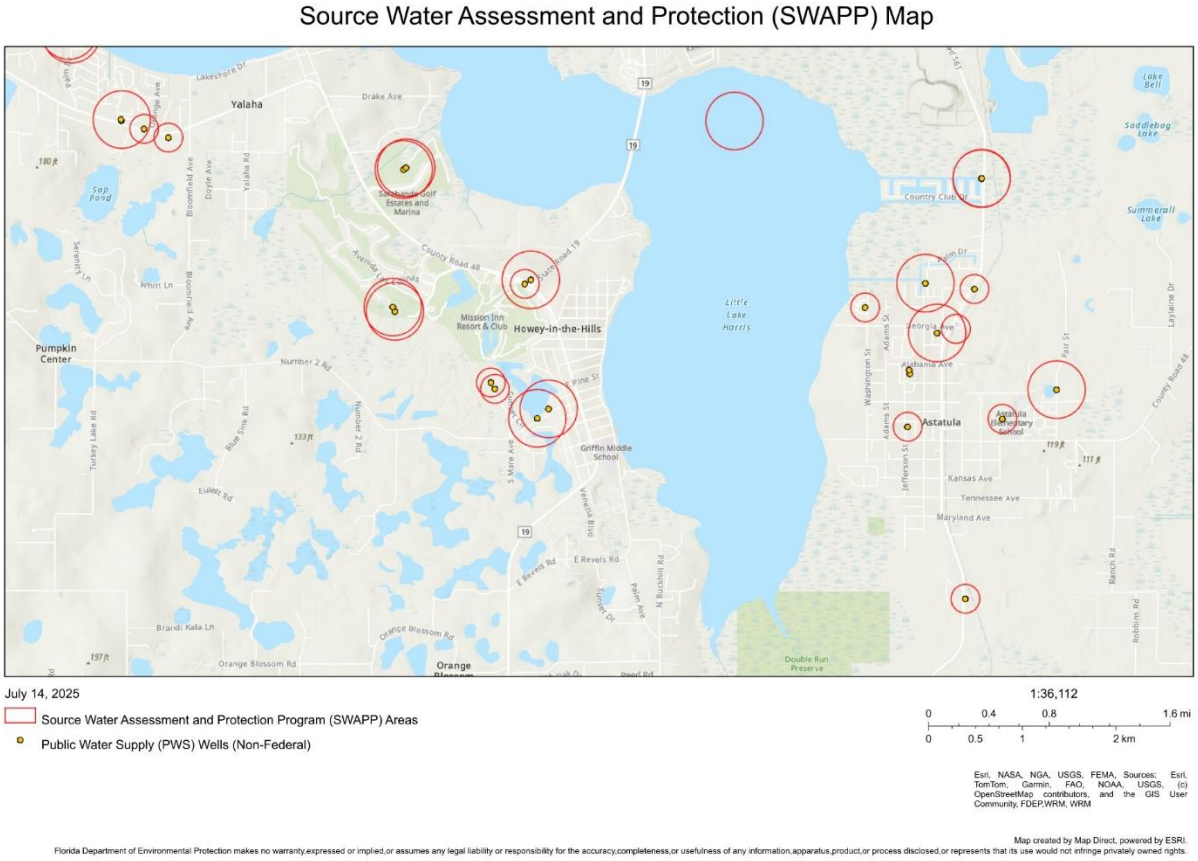

## 1.2.7 Water Uses

The Floridan aquifer is used as the source of drinking water for the utility service area served by the Town, as well as for supplemental reclaimed water for irrigation.

## 1.2.8 Source Water Protection

In 2024, an assessment of potential contamination to the source water was completed as part of the Source Water Assessment and Protection Program (SWAPP) under the Safe Drinking Water Act (SDWA). The source water protection area encompassed within a five-year groundwater travel time, defined as the area in which water will drain to a well pumping at the average daily permitted rate for a five-year period. In the planning area, all potential sources of contamination were identified, given a susceptibility score, and a concern level. There are three potential sources of contamination within the protection areas of the wells operated by the Town. All potential sources of contamination are of low concern. The SWAPP Area is shown in **Figure 1-8** and a full list of the sources within the Town's service area can be found in **Appendix B**.

**FIGURE 1-8: SWAPP MAP**




### 1.2.9 Wetlands

According to the United States Fish and Wildlife Service National Wetlands Inventory, the planning area is not composted of any wetlands but does contain an emergent wetland as seen in **Figure 1-4**. It is not anticipated that the proposed project will have any negative effect on wetlands because all proposed work will be done outside of any wetland boundaries.

### 1.2.10 Environmentally Sensitive Land

According to the USDA Natural Resources Conversation Service, 97.8% of soils within the area are classified as farmland of unique importance, and 1% are classified as not prime farmland. A USDA Natural Resources Conversation Service Custom Soil Resource Report can be found in **Appendix A**.

### 1.2.11 Plant & Animal Communities

The United States Fish and Wildlife Service IPac List includes 13 different species of mammals, birds, reptiles, insects, and flowering plants. The species are classified as threatened, proposed threatened, endangered, and experimental population non-essential (EXPN).

The table below summarizes the potential species located within the project area and the status of each one. No critical habitats were identified in the planning area.

**TABLE 1-3: ENDANGERED SPECIES**

| Species | Status |
|---|---|
| Mammals | |
| West Indian Manatee | Threatened |
| Birds | |
| Eastern Black Rail | Proposed Threatened |
| Everglade Snail Kite | Endangered |
| Whooping Crane | EXPN |
| Reptiles | |
| Eastern Indigo Snake | Threatened |
| Short-tailed Snake | Proposed Threatened |
| Sand Skink | Threatened |
| Insects | |
| Monarch Butterfly | Proposed Threatened |
| Flowering Plants | |
| Britton's Beargrass | Endangered |
| Lewton's Polygala | Endangered |
| Paper Whitlow-wort | Threatened |
| Pigeon Wings | Threatened |
| Pygmy Fringe-tree | Endangered |

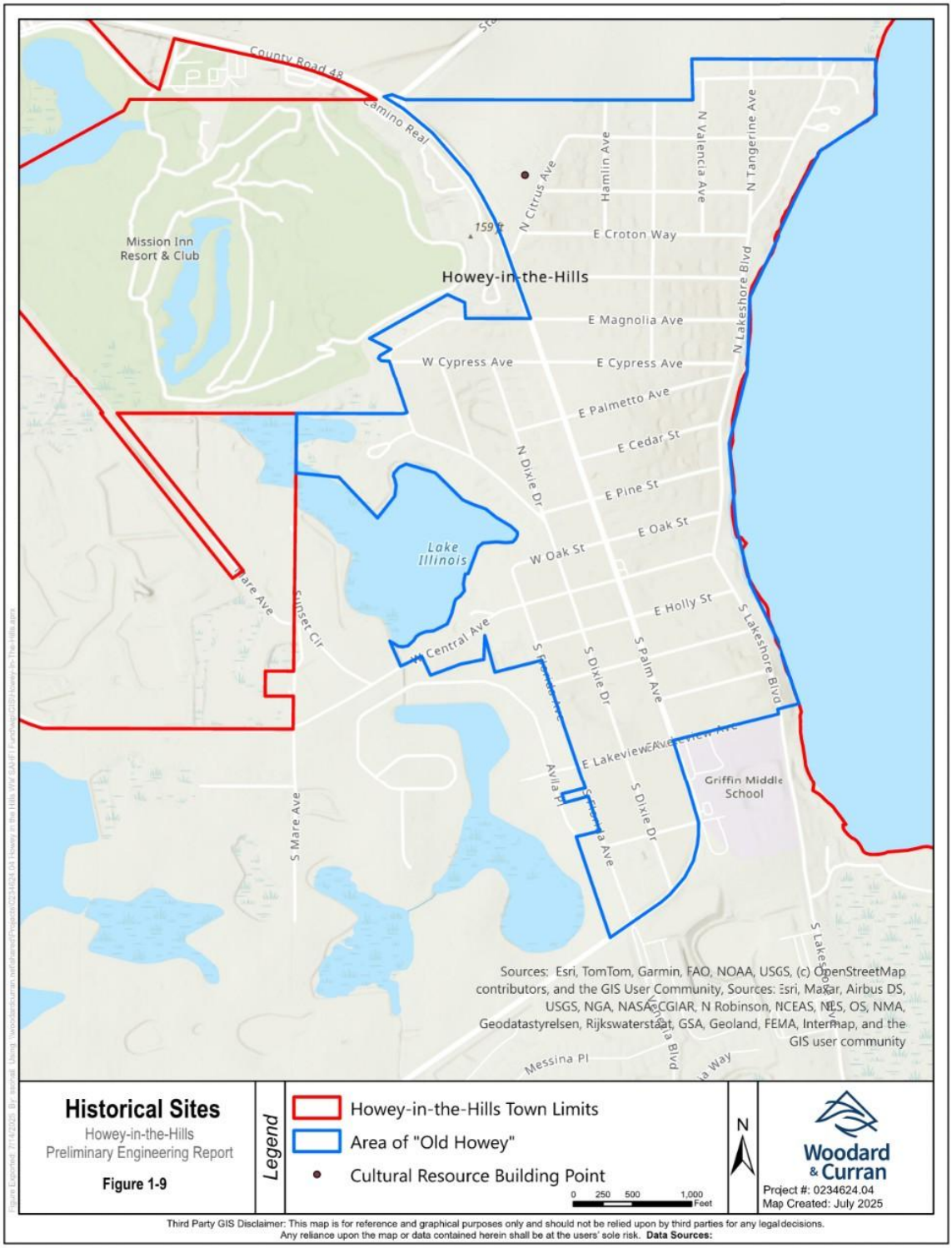
As part of the environmental review for the Facility Plan, consultation with the U.S. Fish and Wildlife Service (USFWS) has been initiated pursuant to the Endangered Species Act. This consultation is required to evaluate the potential impacts of the proposed project on federally listed species and their habitats.

At this time, the USFWS consultation process is ongoing and has not yet been completed. The project team is actively engaged in coordination with the USFWS and is providing any additional information requested to facilitate the review. The final outcomes of this consultation will be incorporated into the Facility Plan and environmental review documentation. Any recommended avoidance, minimization, or mitigation measures will be implemented to ensure compliance with federal and state environmental protection requirements.

### 1.2.12 Archeological & Historical Sites

Four Native American Tribes have interest in Lake County, Florida: Coushatta Tribe of Louisiana, Miccosukee Tribe of Indians, Muscogee (Creek) Nation, and Seminole Tribe of Florida. According to the Department of State Division of Historical Resources Master Site File, there is one historical standing structure, the Howey Mansion, within the planning area boundary as seen in **Figure 1-9.**

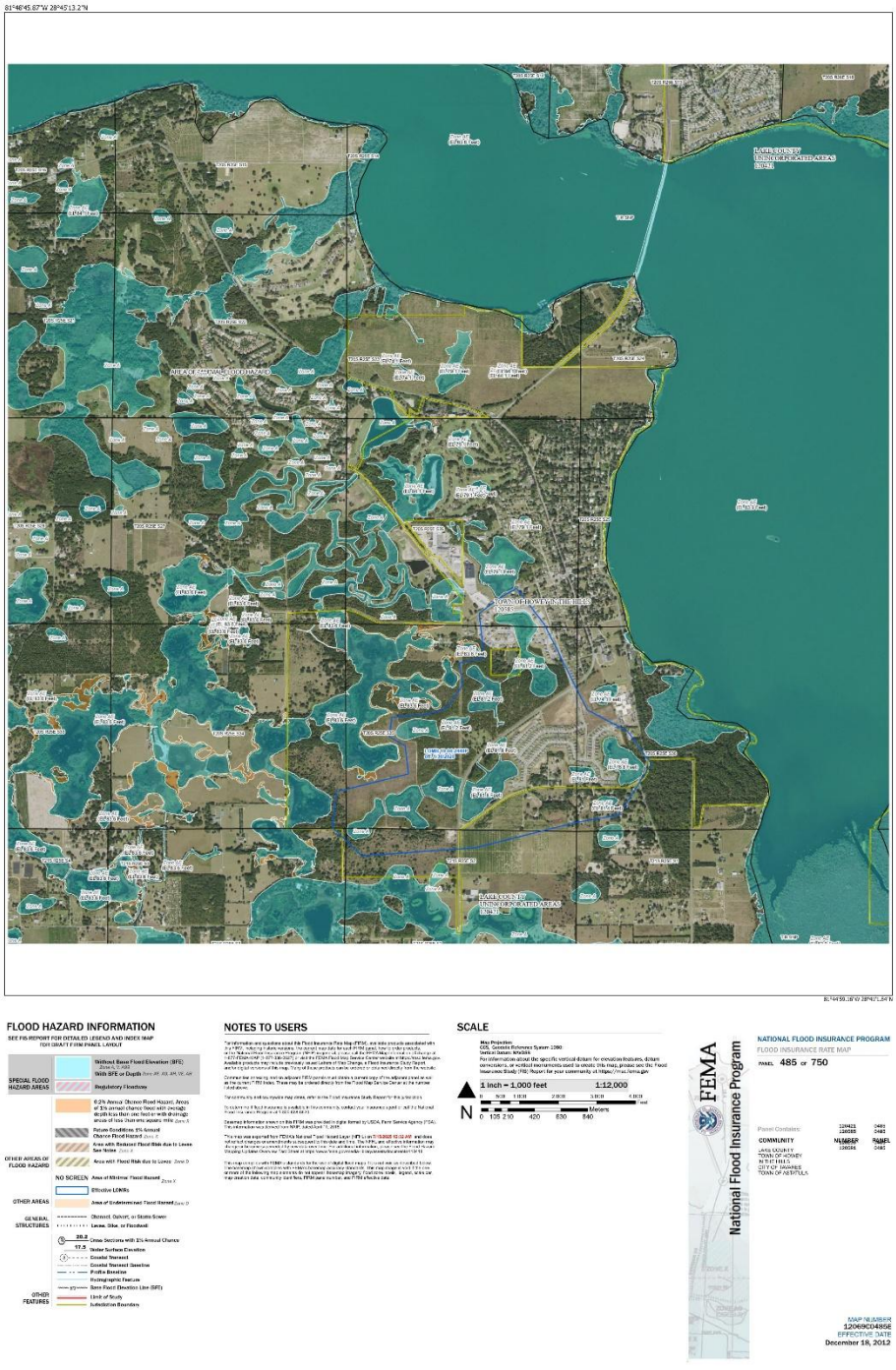
**FIGURE 1-9: HISTORICAL SITES**



## 1.2.13 Floodplains

All proposed upgrades will be designed and constructed within previously disturbed areas and outside of any critical floodplain area. A FEMA Flood Map of the planning area is shown in **Figure 1-10**.

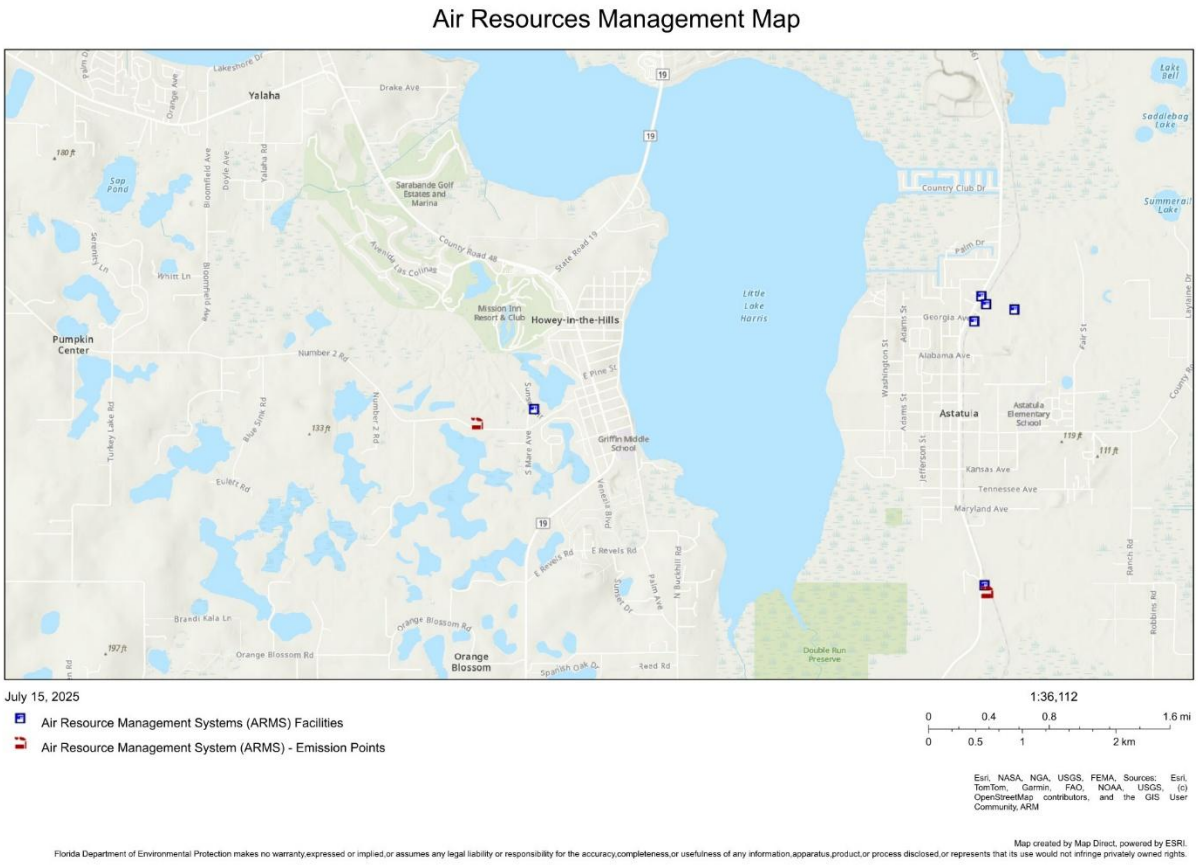
**FIGURE 1-10: FLOODPLAINS MAP**



### 1.2.14 Air Quality

According to the FDEP Air Resources Management, no emission points, ambient air monitoring sites, or air resource management facilities were found within the project area as seen in **Figure 1-11**. The Town of Howey-in-the-Hills plans to follow all Clear Air requirements set by the Florida Department of Environmental Protection. Project activities will be monitored by FDEP. Emissions from construction vehicles during construction are the only effect on air quality that is anticipated. Construction is anticipated to last 24 months. There are no long-term anticipated environmental consequences in regard to air quality.

**FIGURE 1-11: AIR RESOURCES MANAGEMENT MAP**




## 1.3 Population Trends and Proposed Developments

### 1.3.1 Population Trends

The Town has population estimates from the University of Florida's Bureau of Economic Business Research (BEBR) and the U.S. Census Bureau (USCB). The planning period for this Facility Plan is 20 years. The population projection for the 2025-2045 planning period is based on data sets from both population data sources. The BEBR population estimates listed in **Table 1-4** indicate that the Town's population increased by an average of 6.5% per year from 2015 to 2024.

**TABLE 1-4: BUREAU OF ECONOMIC AND BUSINESS RESEARCH HOWEY IN THE HILLS POPULATION GROWTH**

| UF BEBR Data | | |
|---|---|---|
| **Year** | **Population Estimate** | **% Growth** |
| 2015 | 1,106 | - |
| 2016 | 1,260 | 13.92% |
| 2017 | 1,355 | 7.54% |
| 2018 | 1,499 | 10.63% |
| 2019 | 1,611 | 7.47% |
| 2020 | 1,702 | 5.65% |
| 2021 | 1,680 | -1.29% |
| 2022 | 1,778 | 5.83% |
| 2023 | 1,790 | 0.67% |
| 2024 | 1,934 | 8.04% |
| Average Population Growth (per year) | | 6.50% |

The USCB population estimates that are listed in **Table 1-5** indicate that the Town's population increased by an average of 3.22% for the years 2000, 2010, and 2020.

**TABLE 1-5: USCB POPULATION ESTIMATES IN 2000, 2010, AND 2020**

| U.S. Census Data | | |
|---|---|---|
| **Year** | **Population Estimate** | **% Growth** |
| 2000 | 965 | - |
| 2010 | 1,098 | 14.85% |
| 2020 | 1,643 | 49.64% |
| Average Population Growth (per year) | | 3.22% |

An average population increase of 6.5% per year was applied to estimate future wastewater volumetric flow rates in the Town. The future housing developments projects are discussed in **Section 1.4**. For the purposes of this Preliminary Engineering Report, the population projection is 20 years past the completion of this report, therefore the planning period for this Preliminary Engineering Report ends in the year 2045. According to BEBR data, the Town had a population of approximately 1,934 people in 2024. A 6.5% per year population increase over the next 20 years will result in the Town's population increasing to approximately 7,258 people.

## 1.4 Proposed Development

There are multiple housing development projects planned in the Town over the next number of years. Many of these housing development projects were approved between 2005 and 2008 and were put on hold during the economic recession beginning in 2008. Due to recent population growth in Florida, these projects have recently moved through the approval process.

Currently, the Town is in the process of implementing new developments that will require a wastewater solution for treatment and disposal. The Central Lake CDD has 400,000 GPD (1,600 ERUs) of capacity to allocate towards new developments within the Town of Howey-in-the-Hills. Details on allocated capacity is discussed in **Section 2.2**. The current status of each development is outlined in **Table 1-5**. The 4 statuses are CDD Agreement, allocated to 1,600 ERU capacity, Need Capacity, and Outside of Howey Service Boundary.

**TABLE 1-6: DEVELOPMENT FLOWS SUMMARY**

| Status | Developments | ERUs | Totals (ERUs) | Flow (GPD) |
|---|---|---|---|---|
| [1]CDD Agreement | Venezia North (Talichet) and South | 428 | **1,551** | **387,750** |
| | The Reserve/Hillside Groves | 848 | | |
| | Other Businesses | 65 | | |
| | Bishops Gate | 210 | | |
| [2]Allocated to 1,600 ERU Capacity | Lake Hills | 641 | **1,457** | **364,250** |
| | Watermark | 291 | | |
| | Drake Point | 525 | | |
| [3]Need Capacity | Whispering Heights | 156 | **2,856** | **714,000** |
| | Water Treatment Plant | 3 | | |
| | Old Howey | 597 | | |
| | Westminster (Marina) | 350 | | |
| | Juice Plant | 1,100 | | |
| | Mission Rise | 415 | | |
| | Cedar Creek | 107 | | |
| | Thompson Grove | 100 | | |
| [4]Outside of Howey Service Boundary | Westminster (Marina) | 350 | **1,600** | **400,000** |
| | Mission Inn / Las Colinas | 350 | | |
| | Mission Inn | 900 | | |
| | | TOTAL | **7,464** | **1,866,000** |

[1]The Central Lake CDD has committed to providing wastewater capacity to these developments under the Wholesale Agreement.
[2]Developments under this status have recently negotiated and confirmed wastewater capacity.
[3]Developments under this status are interested in developing in the Town but have not guaranteed capacity.
[4]These developments are within CDD's service boundary but will need to be considered given the solution provided in Alternative 3.

For the purposes of this report, flow projections will be based on population growth rather than flows projected from proposed developments to avoid uncertainties in calculations. Many of the developments outlined are not confirmed, and the ERUs presented within each development describe reserved/negotiated wastewater capacity. Existing developments that have already established wastewater capacity with the Central Lake CDD have not yet fully utilized all of the negotiated ERUs. Evaluating this condition and existing

wastewater flows, W&C has determined that the implementation of proposed developments will lead to an overrepresentation of projected flows.

## 1.5 Planning Period Population Growth

By the end of the planning period, 7,258 people will contribute municipal wastewater to the Town's collection, conveyance, and treatment system. This population was determined based on the 6.5% annual population growth rate discussed in **Section 1.3.1** and includes planned developments.

# 2. NEEDS FOR PROJECT

## 2.1 Health, Sanitation, and Security

Most properties within the Town currently rely on septic systems for onsite wastewater treatment and disposal. Only the Talichet and Venezia subdivisions, and a small portion of Old Howey, are connected to a centralized collection system. The Central Lake Community Development District (CDD) provides centralized wastewater collection and treatment to the Mission Inn and the select areas within the Town of Howey-in-the-Hills. The Town does not operate its own wastewater treatment facility. The Town sends flow to Frozen Grove Wastewater Treatment Facility (WWTF). Most components of the sewer collection system are underground where the likelihood of security concerns is minimal. Transitioning the rest of the Town off the existing septic systems and onto a centralized wastewater treatment system will reduce risk of future contamination of groundwater and local waterbodies due to failing septic systems. The Town is located on Little Lake Harris, which is a recreational lake used for fishing, boating, and other water related activities as well as a home to wildlife, making the environmental impact to the lake an important consideration for protecting the public from pollution and potential health hazards.

## 2.2 Existing Infrastructure

The Town's existing wastewater collection system consists of approximately 17,900 linear feet of gravity sewer pipes, 12,100 linear feet of sewer force main pipes, and 67 sewer manholes. Force main sizes range from 2"-12" and gravity main sizes are predominately 8". There are only five connections to the wastewater collection system in Old Howey. These existing connections consist of the Howey-in-the-Hills Townhall, police station, and library along with the Clark Clinic Howey and Boondocks Restaurant, in which most are located on or around the West Central Avenue and South Palm Avenue intersection.

There are two lift stations within Old Howey, one is located at Town Hall and another one is located at Griffin Park. Wastewater flows by gravity to the two lift stations, and the lift stations pump wastewater to the Frozen Grove WWTF, which is the Wastewater Treatment Facility partially owned and operated by the CDD. Both lift station details are outlined in the tables below.

**TABLE 2-1: TOWN HALL LIFT STATION SUMMARY**

| Equipment | Design Value |
|---|---|
| Pump Station | |
| Number of Installed Pumps (Duty/Total) | 1/2 |
| Wet Well Diameter | 4 ft |
| Wet Well Depth | 10 ft |
| Level Control | Floats |
| Pump Station Inlet Diameter | 8 in |
| Force Main Discharge Diameter | 2 in |
| Pump Characteristics | |
| Pump Manufacturer | Barney's Pumps, Inc. |
| Pump Style | Submersible |
| Pump Model | HPG200 |
| Rate Pump Capacity | 26 GPM |
| Motor Size | 2 HP |
| Electrical Rating (V/phase) | 230 V / 3 PH |

**TABLE 2-2: GRIFFIN PARK LIFT STATION SUMMARY**

| Equipment | Design Value |
|---|---|
| Pump Station | |
| Number of Installed Pumps (Duty/Total) | 1/2 |
| Wet Well Diameter | 4 ft |
| Wet Well Depth | 10 ft |
| Level Control | Floats |
| Pump Station Inlet Diameter | 8 in |
| Force Main Discharge Diameter | 2 in |
| Pump Characteristics | |
| Pump Manufacturer | Barney's Pumps, Inc. |
| Pump Style | Submersible |
| Pump Model | HPGH-500 |
| Rate Pump Capacity | 59 GPM |
| Motor Size | 5 HP |
| Electrical Rating (V/phase) | 230 V / 1 PH |

Additionally, the Talichet and Venezia subdivisions are also connected to the Frozen Grove WWTF. Both subdivisions have gravity sewers that send flow to a lift station. There is one (1) lift station at the Talichet subdivision and two (2) lift stations at the Venezia subdivision. The existing lift station characteristics servicing both the Venezia and Talichet subdivisions are not known at this time. The lift stations pump wastewater through a force main to the WWTF. The existing sanitary sewer system is shown in **Figure 2-1.**

## FIGURE 2-1: EXISTING SANITARY SEWER SYSTEM

The Frozen Grove WWTF, owned by Sewer and Water Plants Investments LLC, currently treats and disposes of wastewater for residents in Venezia North (Talichet), Venezia South, and The Reserve (Hillside Groves) subdivisions with a few connections in the Town of Howey-in-the Hills. It is a Modified Ludzak Ettinger wastewater treatment plant with treatment processes of influent screening, clarification, filtration and disinfection with chlorine and ozone. In 2021, the Frozen Grove WWTF permit was expanded to increase wastewater treatment capacity to 0.87 MGD. The WWTF discharges to an existing rapid infiltration basin (RIB) with a permitted capacity of 0.095 MGD. An existing 4.4 MG lined wet weather storage pond is used for a slow-rate public access system allowing for an additional permit discharge capacity of 0.775 MGD. Based upon review of Frozen Grove WWTF's Discharge Monitoring Reports (DMRs) from May 2024 to May 2025, the Annual Average Daily Flow (AADF) is 0.075 MGD.

A wholesale wastewater service agreement between the Town of Howey-in-the-Hills and the CDD is in place to treat domestic wastewater for various portions of the Town. The CDD has reserved 1,600 unallocated equivalent residential units (ERUs) for the Town, with each ERU representing 250 gallons per day, resulting in a total capacity of 400,000 gallons of wastewater per day. The Town has the right to allocate these 1,600 ERUs to new developments on a first-come first-served basis. The 1,600 ERU capacity reserved for the Town is in addition to the contractual entitlements for the 2007 Developments which are The Reserve (Hillside Groves), Venezia North (Talichet), and Venezia South.

## 2.3 Reasonable Growth

With most properties in Old Howey relying on on-site septic systems for wastewater treatment, the Town is interested in connecting residents to a centralized wastewater treatment system to mitigate environmental impacts. With the projected population growth over the next 20 years, the Town is also exploring a centralized, regional treatment solution to accommodate existing and future residents. This means additional sewer collection infrastructure will be required to collect and transport sewage from Old Howey to a centralized WWTF. Treatment of wastewater from new developments will also need to be considered with respect to the existing Agreement between the Town and the CDD.

## 2.4 Flow Estimates

An Equivalent Residential Unit (ERU) is a standard unit of measure to calculate wastewater flows. It represents the average wastewater generated per single-family residence. Howey-in-the-Hills uses 250 gallons per day (GPD) as a baseline for calculating water and wastewater usage.

Per U.S. Census data, there are approximately 2.7 persons per household in the Town of Howey-in-the-Hills. Assuming the 2045 population of 7,258 people occupy single-family residences at 2.7 persons per household, it is estimated that there will be 2,688 single-family residences contributing to wastewater flow. Assuming 250 GPD for 2,688 single-family residences, the resulting projected 2045 wastewater flow for the Town is 672,040 GPD.

Currently there are 479 residential units, 22 commercial units, 85 vacant residential units, and 11 vacant commercial units in Old Howey. Residential units are expected to generate an average flow of 141,000 GPD based on 250 GPD per ERU. Commercial units are expected to generate an average flow of 14,440 GPD, based on a flow of 0.1 GPD per square foot. This results in a combined average day flow of 155,440 GPD.

Based on information provided by the Town, there are many developments interested in developing the Town of Howey-in-the-Hills. These projects can move through the development application process to initiate construction and will potentially be constructed during the planning period. However, if these developments require additional sanitary sewer infrastructure, this cost will be the responsibility of the developer. A summary of these developments was previously included in **Table 1-6.**

# 3. ALTERNATIVES CONSIDERED

## 3.1 Alternative Analysis

This section describes three (3) alternatives for addressing the Town's current and future wastewater needs. The alternatives evaluated are (1) No Action, (2) Connecting to regional facility, (3) Acquiring the Frozen Grove WWTF. Each alternative is described in more detail in the subsequent sections.

### 3.1.1 Alternative 1 – Do Nothing

The Do Nothing alternative would not construct a sanitary sewer collection system and existing onsite septic systems would continue to be used and maintained by individual property owners. There is a high number of septic systems located close to Little Lake Harris, which has the potential to impact water quality. There would be no cost for the No Action alternative, but there may be future negative environmental implications, influencing poor water quality. Aging and failing septic systems may cause nutrients such as nitrogen and phosphorus to travel through groundwater into the lake and degrade water quality. Additionally, failing septic systems can lead to public health issues when they fail and require regular maintenance by property owners.

### 3.1.2 Alternative 2 – Connection to Groveland Regional Facility

**Collection System**

The developed lots in Old Howey are currently using on-site septic systems to treat and dispose of wastewater. A regional centralized treatment alternative would connect these properties to a regional wastewater treatment plant for treatment and disposal. The Town needs to construct a collection system within Old Howey to be able to convey wastewater to the regional centralized treatment location.

There are approximately 597 parcels within the boundary of what the Town defines as Old Howey. There are 479 residential properties and 22 commercial properties that will be connected to the centralized sanitary sewer system. There are 85 vacant residential properties and 11 vacant commercial properties within Old Howey that may be connected to the centralized system in the future.

The Old Howey collection system will include approximately 37,000 linear feet of 8-inch gravity sewer, 600 linear feet of 4-inch force main, and 110 manholes. The collection system will also include 4 lift stations. This includes the upgrade of the existing Town Hall Lift Station and Griffin Park Lift Station. In addition to the 4 lift stations within the collection system, a master lift station will be installed at the southern edge of Town. This master lift station will pump all flow from Old Howey to the City of Groveland for treatment and disposal at their regional treatment facility.

Approximately 500 units need to be connected from an onsite septic system to the proposed sanitary sewer collection system. These properties will remain on the onsite septic system until construction of the collection system is complete. Service laterals will be placed at each property line for the connection to the proposed sanitary sewer collection system. The cost for abandoning the septic tanks and connecting to the proposed sanitary sewer collection system is not currently included in the project estimate.

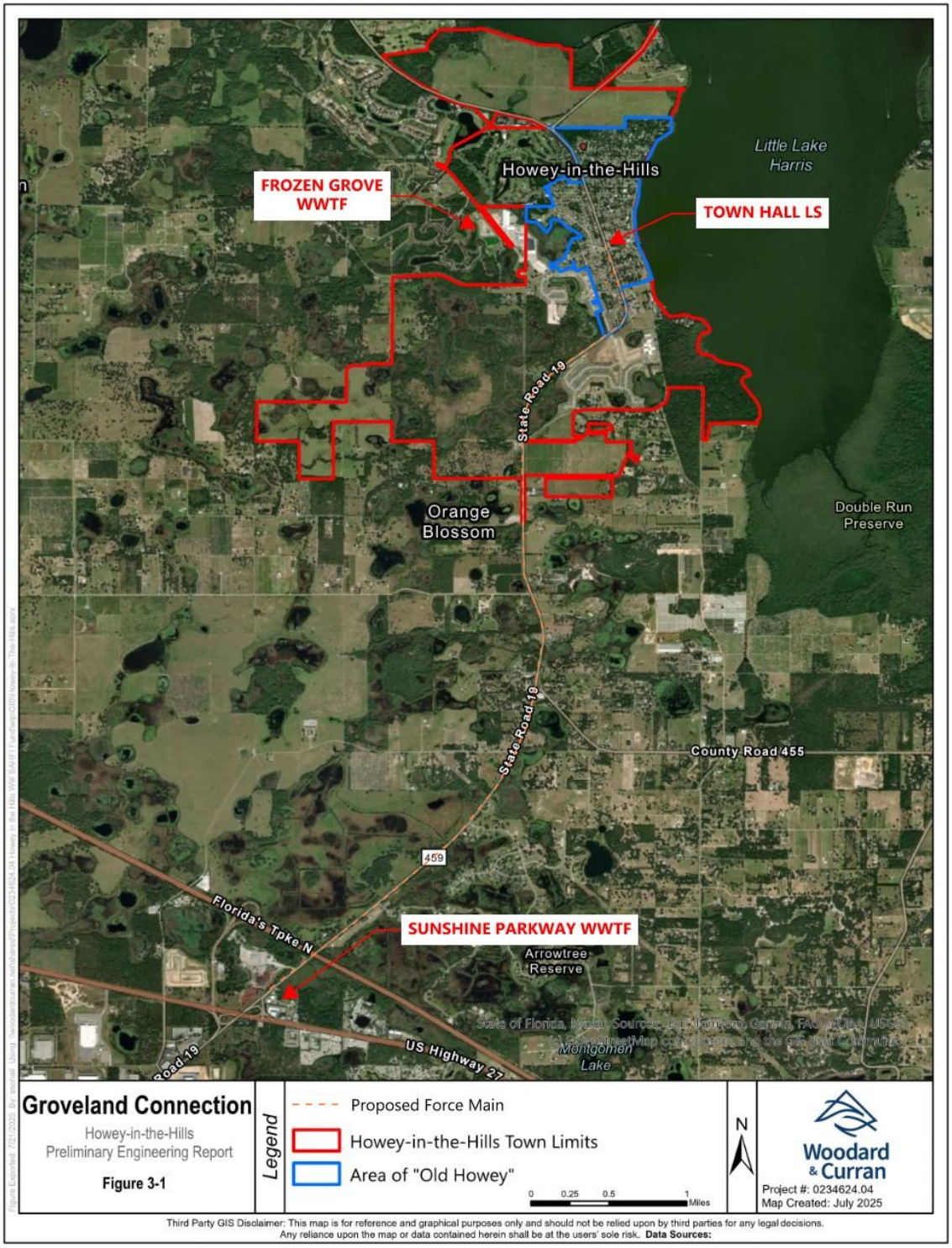
To prepare for a flood event or natural disaster, the new collection system may need to be equipped with flood protection to provide uninterrupted operations. This may include using submersible pumps, elevating

electrical components, waterproofing circuitry, floodproofing structures housing critical components, constructing wind-damage resistant structures, and installing back-up generators. Additionally, a new SCADA system will be implemented for all lift stations to allow for remote system operation. This improves overall monitoring and control over the new collection system, especially during flood events or natural disasters.

**Treatment and Disposal**

Alternative 2 describes locating a local regional facility that has the capacity to treat the Town's wastewater. The closest and most feasible option is sending wastewater flow to an existing WWTF in the City of Groveland. The Sampey WWTF, located in the southern portion of Groveland, is currently undergoing a significant upgrade. The City of Groveland is also planning to design and construct a new regional wastewater facility in the northern portion of the service area. The City of Groveland currently operates the Sunshine WWTF in the northern portion of the City. The Sunshine WWTF is approximately 4.5 miles away from the Town of Howey-in-the-Hills. It is assumed that the Town of Howey-in-the-Hills can connect to the Sunshine WWTF. The master lift station at the southern portion of Old Howey would connect to an 8-inch force main that will travel 4.5 miles to the Sunshine WWTF as seen in **Figure 3-1.**

**FIGURE 3-1: PROPOSED CONNECTION TO GROVELAND**



### 3.1.3 Alternative 3 – Town Acquires Frozen Grove WWTF

**Collection System**

The developed lots in Old Howey are currently using on-site septic systems to treat and dispose of wastewater. A centralized treatment alternative would connect these properties to a central wastewater treatment plant for treatment and disposal. The only available treatment location within the Town of Howey is the existing Frozen Grove WWTF. Town needs to construct a collection system within Old Howey to be able to convey wastewater to the centralized treatment location.

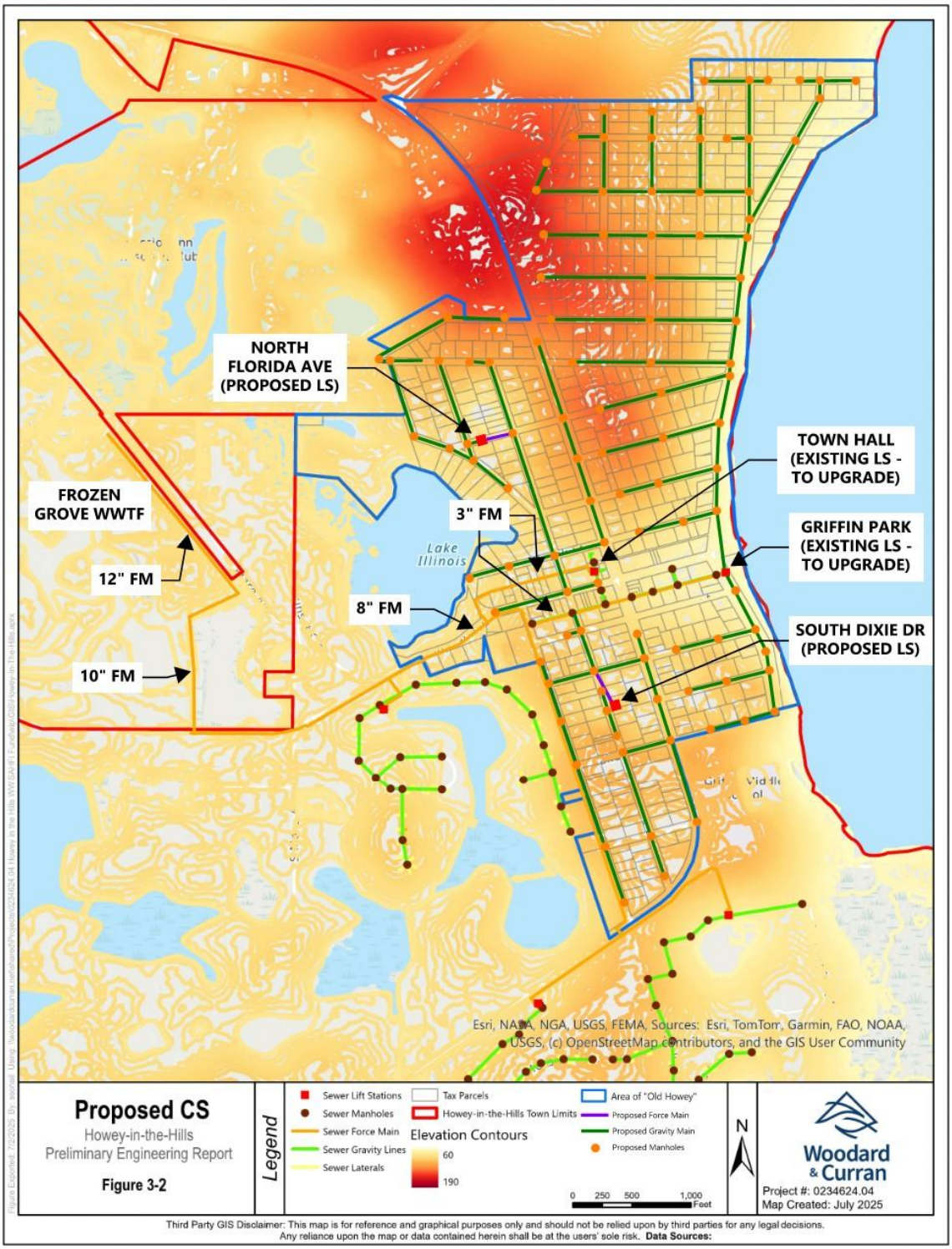
There are approximately 597 parcels within the boundary of what the Town defines as Old Howey. There are 479 residential properties and 22 commercial properties that will be connected to the centralized sanitary sewer system. There are 85 vacant residential properties and 11 vacant commercial properties within Old Howey that may be connected to the centralized system in the future.

A new sanitary sewer collection system will be installed in Old Howey to convey wastewater to the treatment facility. Due to the topography of the area, wastewater will need to flow by gravity to intermediate lift stations. Some lift stations will pump wastewater into the downstream gravity sewer to be combined with flow from other areas. The combined flow will ultimately be pumped into the existing 8-inch force main on West Central Avenue. The existing 8-inch force main transitions to a 10-inch force main on North Mare Avenue. It transitions to a 12-inch force main before entering the Frozen Grove WWTF. Based on preliminary sizing calculations, it appears that the existing 8-inch on West Central Avenue is adequately sized to handle the additional flow from Old Howey. However, if this needs to be upsized to handle flow from proposed developments, the developers will be responsible for the cost of upgrades.

The Old Howey collection system will include approximately 37,000 linear feet of 8-inch gravity sewer, 600 linear feet of 4-inch force main, and 110 manholes. The collection system will also include 4 lift stations. This includes the upgrade of the existing Town Hall Lift Station and Griffin Park Lift Station. A preliminary design of the collection system can be seen in **Figure 3-2**.

To prepare for a flood event or natural disaster, the new collection system may need to be equipped with flood protection to provide uninterrupted operations. This may include using submersible pumps, elevating electrical components, waterproofing circuitry, floodproofing structures housing critical components, constructing wind-damage resistant structures, and installing back-up generators. Additionally, a new SCADA system will be implemented for all lift stations to allow for remote system operation. This improves overall monitoring and control over the new collection system, especially during flood events or natural disasters.

**FIGURE 3-2: PROPOSED SANITARY SEWER SYSTEM**



Approximately 500 units need to be connected from an onsite septic system to the proposed sanitary sewer collection system. These properties will remain on the onsite septic system until construction of the collection system is complete. Service laterals will be placed at each property line for the connection to the proposed sanitary sewer collection system. The cost for abandoning the septic tanks and connecting to the proposed sanitary sewer collection system is not currently included in the project estimate.

**Treatment and Disposal**

Alternative 3 consists of the Town purchasing the existing Frozen Grove WWTF from Sewer and Water Plants Investments LLC. The Town will need to propose an enticing purchase price to the private owner that considers the capital assets, annual profit, and property value. Sewer and Water Plants Investments LLC has the right to refuse the purchase price provided by the Town. Once the Town has acquired the WWTF, it will need to consider existing and future flows beyond Howey's service boundary since many residents outside of Howey have existing connections to Frozen Grove WWTF.

Residents within Sewer and Water Plants Investments LLC's jurisdiction will assume the same growth rate as Howey since both entities are within the same vicinity. By the end of the 20-year planning period, it is projected that the WWTF will receive a flow of 0.93 MGD. This is 7% over the current design capacity of 0.87 MGD for Frozen Grove WWTF.

Wastewater treatment facility expansions are recommended once flows reach 75% of design capacity, meaning upgrades will be needed in 2039 given projected flows. Needing to upsize a WWTF will be largely dependent on many factors such as continued development, new industries, population growth, new activities, aging collection systems that result in inflow and infiltration, etc. The Town will need to closely monitor flows in order to determine when expansion is needed given present conditions. Projected flows are summarized in **Table 3-1.**

**TABLE 3-1: PROJECTED FLOWS SUMMARY**

| Year | Howey Population | Howey ERUs | CDD Population | CDD ERUs | Total Equivalent Residential Units (ERUs) | Flow (MGD) | % of Design Capacity |
|---|---|---|---|---|---|---|---|
| 2025 | 2,060 | 166[1] | 791 | 293 | 459 | 0.115 | 13% |
| 2026 | 2,194 | 216[1] | 842 | 312 | 528 | 0.132 | 15% |
| 2027 | 2,336 | 865 | 897 | 332 | 1,198 | 0.299 | 34% |
| 2028 | 2,488 | 922 | 955 | 354 | 1,276 | 0.319 | 37% |
| 2029 | 2,650 | 982 | 1,018 | 377 | 1,358 | 0.340 | 39% |
| 2030 | 2,822 | 1,045 | 1,084 | 401 | 1,447 | 0.362 | 42% |
| 2031 | 3,005 | 1,113 | 1,154 | 427 | 1,541 | 0.385 | 44% |
| 2032 | 3,201 | 1,186 | 1,229 | 455 | 1,641 | 0.410 | 47% |
| 2033 | 3,409 | 1,263 | 1,309 | 485 | 1,748 | 0.437 | 50% |
| 2034 | 3,630 | 1,345 | 1,394 | 516 | 1,861 | 0.465 | 53% |
| 2035 | 3,866 | 1,432 | 1,485 | 550 | 1,982 | 0.496 | 57% |
| 2036 | 4,118 | 1,525 | 1,581 | 586 | 2,111 | 0.528 | 61% |
| 2037 | 4,385 | 1,624 | 1,684 | 624 | 2,248 | 0.562 | 65% |
| 2038 | 4,670 | 1,730 | 1,794 | 664 | 2,394 | 0.599 | 69% |
| 2039 | 4,974 | 1,842 | 1,910 | 707 | 2,550 | 0.637 | 73% |
| 2040 | 5,297 | 1,962 | 2,034 | 753 | 2,716 | 0.679 | 78% |
| 2041 | 5,642 | 2,090 | 2,167 | 802 | 2,892 | 0.723 | 83% |
| 2042 | 6,008 | 2,226 | 2,307 | 855 | 3,080 | 0.770 | 89% |
| 2043 | 6,399 | 2,370 | 2,457 | 910 | 3,280 | 0.820 | 94% |
| 2044 | 6,815 | 2,524 | 2,617 | 969 | 3,494 | 0.873 | 100% |
| 2045 | 7,258 | 2,688 | 2,787 | 1,032 | 3,721 | 0.930 | 107% |

## 3.2 Design Criteria

The assumptions and criteria defined in 10 States Standards – Recommended Standards for Wastewater Facilities and industry best practices were used for developing the conceptual design. The following design method standards and factors were applied to the sanitary sewer collection system design:

Gravity Sewer:

1. Less than 4 feet of bury or greater than 16 feet: For sewer pipes installed in shallow or deep areas, the pipe material shall be SDR-21 PVC with push-on bell and spigot joints.

2. 4-16 feet of bury: For sewer pipes installed at depths between 4 and 16 feet, the pipe material shall be SDR-35 PVC with push-on bell and spigot joints.

3. 16 feet or greater of bury: For sewer pipes installed at depths greater than 16 feet, the pipe materials shall be SDR-26 PVC with push-on bell and spigot joints.

Sewer Services:

1. Laterals shall be 6-inch diameter PVC, SDR 35.
2. Services shall be run from the sewer main to the property line.
3. Minimum slope: 0.02 feet per foot
4. Services will enter laterally into the sewer main where possible. Sewer chimney connections will be used where elevation does not allow for standard wye connections. Sewer services shall not discharge directly into manholes.
5. One service will be provided per parcel.

Manholes:

1. Manholes are to be typically located at approximately 300 feet apart.
2. Manholes shall be located within the roadway right-of-way whenever possible.
3. Drop manholes will be used where sewer invert difference is 2-feet or greater or where required to reduce excessive slopes or cuts.
4. Sizing:
    a. Regular manholes: 4-foot inside diameter, precast concrete
    b. Drop manholes: 5-foot inside diameter, precast concrete

## 3.3 Environmental Impacts

Providing the Town with a collection system to convey wastewater to an existing treatment facility will benefit the environment by eliminating the aging onsite septic systems. The biggest concern related to environmental impacts is associated with Alternative 1 (Do Nothing). If the Town chooses to do nothing, there will continue to be a threat to public health related to the wastewater potentially leaching into Little Lake Harris as discussed in Section 2.

## 3.4 Land Requirements (Sites and Easements)

### 3.4.1 Alternative 1 – No Action

No additional land acquisition would be required for this alternative.

### 3.4.2 Alternative 2 – Connection to Regional Facility

No additional land acquisition would be required for this alternative. However, the Town would need to come to an agreement with the City of Groveland regarding the use of their facility. The City of Groveland may limit the Town of Howey to certain flow constraints.

However, the Town will need to install lift stations within the collection system in Old Howey. It is assumed the Town will install lift stations on Town-owned property or within a public right-of-way.

### 3.4.3 Alternative 3 – Town Acquires Frozen Grove WWTF

If the Town acquires the existing Central Lake CDD facility, they will need to purchase the land where the facility is located. The existing facility is on a large parcel owned by Sewer and Water Plants Investments LLC, so the Town of Howey would likely need to subdivide the land and take ownership of the portion occupied by the CDD facility.

Additionally, the Town will need to install lift stations within the collection system in Old Howey. It is assumed the Town will install lift stations on Town-owned property or within a public right-of-way.

## 3.5 Potential Construction Requirements

### 3.5.1 Alternative 1 – No Action

Since there is no construction needed for this alternative, there are no potential construction requirements.

### 3.5.2 Alternative 2 – Connection to Regional Facility

Bypass pumping is not anticipated to be required as part of this project since the existing properties use onsite septic systems. The new sewer collection system will be installed and tested prior to decommissioning the existing onsite septic systems. A 4.5-mile-long connection to the Sunshine WWTP will require coordination with FDOT for a FDOT construction permit and the use of FDOT standards, with SR 19 being the main connection point to Groveland.

### 3.5.3 Alternative 3 – Town Acquires Frozen Grove WWTF

Bypass pumping is not anticipated to be required as part of this project since the existing properties use onsite septic systems. The new sewer collection system will be installed and tested prior to decommissioning the existing onsite septic systems. Additionally, a portion of the work will take place on SR-19, therefore the work will require an FDOT construction permit and the use of FDOT standards.

## 3.6 Sustainability Considerations

All alternatives will incorporate sustainability considerations to give the Town the most cost effective and robust infrastructure. A proper functioning centralized wastewater system contributes to less septic system failures, therefore reducing public health risks of possible exposure to sewerage.

## 3.7 Water and Energy Efficiency

Gravity sewers do not require any electrical power to operate. However, some energy will be required to operate lift stations that will collect wastewater from gravity pipes and pump to the WWTF.

## 3.8 Green Infrastructure

There are currently no design aspects that are applicable to stormwater design and green infrastructure.

## 3.9 Capital Cost Estimates

This section describes the associated costs for the three (3) wastewater infrastructure improvement alternatives based on the projected wastewater needs of the Town.

### 3.9.1 Alternative 1 – No Action

There is no capital cost associated with Alternative 1, as properties will continue to rely on onsite septic systems for wastewater treatment and disposal.

### 3.9.2 Alternative 2 – Connection to Regional Facility

Alternative 2 proposes treatment and disposal to be handled by an existing local facility within the City of Groveland. This alternative will cost a total of $28,305,000. See **Table 3-2** below for a cost estimate. The full detailed cost estimated is included in **Appendix C.**

**TABLE 3-2: ALTERNATIVE 2, CONNECTION TO REGIONAL FACILITY CAPITAL COSTS**

| Item | Cost |
|---|---|
| Construction Base Cost (2025) | $18,163,000 |
| Construction Contingency (10%) | $1,816,300 |
| Engineering, Permitting and Design (10%) | $1,816,300 |
| Engineering Service During Construction (5%) | $908,200 |
| Fiscal, Legal and administrative (3%) | $544,900 |
| Groveland Connection Fee | $5,056,000 |
| **Total Opinion of Capital Costs** | **$28,305,000** |

### 3.9.3 Alternative 3 – Town Acquires Frozen Grove WWTF

Alternative 3 proposes the Town of Howey-in-the-Hills purchase the WWTF from the Central Lake CDD and make necessary upgrades in preparation for future growth. This alternative will cost a total of $20,439,000. See **Table 3-3** below for a project cost estimate. The full detailed cost estimated is included in **Appendix C.**

**TABLE 3-3: ALTERNATIVE 3, TOWN ACQUIRES FROZEN GROVE WWTF CAPITAL COSTS**

| Item | Cost |
|---|---|
| Construction Base Cost (2025) | $13,077,000 |
| Construction Contingency (10%) | $1,307,700 |
| Engineering, Permitting and Design (10%) | $1,307,700 |
| Engineering Service During Construction (5%) | $653,900 |
| Fiscal, Legal and administrative (3%) | $392,400 |
| Frozen Grove WWTF Capital Assets | $3,200,000 |
| Frozen Grove WWTF Profit | $500,000 |
| **Total Opinion of Capital Costs** | **$20,439,000** |

## 3.10 O&M Estimates

Analyzing the life-cycle costs of each alternative provides a more in-depth comparison of costs that may be associated with each alternative. The life-cycle cost analysis (LCCA) considers capital cost and operational costs over the design life for each alternative. In addition, the salvage value of the remaining assets at the end of the project's 20-year period were subtracted from the initial investment and replacement cost. The net present value (NPV) of operational and maintenance costs were then added to the capital investment to arrive at a total "life-cycle cost." The table below provides a summary of the common factors used for evaluation of all the alternatives considered.

**TABLE 3-4: COMMON LIFE CYCLE COST ANALYSIS CRITERIA**

| Common Life Cycle Cost Criteria | Value |
|---|---|
| Electricity Cost ($/Kwh) | $0.12 |
| Interest Rate (i) | 1.5% |
| Planning Period in Years (n) | 20 |

The capital, operation, and maintenance costs for each alternative are presented in the following tables. All costs have been converted to present day dollars.

**TABLE 3-5: ALTERNATIVE O&M COMPARISON**

| Sanitary Sewer System Alternatives | | | | | |
|---|---|---|---|---|---|
| **Alternative** | **Design Life (Years)** | **Capital Cost** | **Annual O&M Cost** | **Lifetime O&M Cost** | **Total Life Cycle Cost (2025 Dollars)** |
| Alt 1: Do Nothing | 20 | - | - | - | - |
| Alt 2: Regional Consolidation | 20 | $28,305,000 | $306,231 | $6,124,620 | $37,520,000 |
| Alt 3: Acquire Frozen Grove WWTF | 20 | $20,439,000 | $220,831 | $4,416,620 | $30,780,000 |

# 4. SELECTED ALTERNATIVE

This section of the report presents the recommended alternative. An investigation into environmental impacts and cost estimates of the recommended project is also included in this section. All recommended infrastructure is to be located on existing properties owned by the Town, with the exception of individual sewer service laterals.

## 4.1 Selected Alternative

The selected alternative is Alternative 3, which includes the Town acquiring the Frozen Grove WWTF. This alternative has the lowest total life cycle cost over the planning horizon and the greatest long-term benefit for the Town. The acquisition of the WWTF grants broader access to funding options as it transitions from a privately owned facility to a publicly owned facility. The Town will have more flexibility and control when providing future residents with needed wastewater services.

In order to implement the selected alternative, the Town will be required to negotiate with Sewer and Water Plants Investments LLC for the purchase of the Frozen Grove WWTF. The CDD, however, is not obligated to sell or negotiate the sale of the WWTF with the Town of Howey-in-the-Hills as stated in section 13.2 of the Wholesale Wastewater Treatment Agreement. The Town will need to provide an appealing purchase price in order to acquire the facility. It was estimated that the capital assets of Frozen Grove WWTF is $3,200,000 based on the 2023 Audit of the Central Lake CDD. Accounting for accumulated profit over a 20-year period equates to about $500,000, assuming a profit of 3% per ERU based on a monthly fee of $51.48 per ERU. Woodard and Curran has determined that $3,700,000 is an appropriate purchase price for Frozen Grove WWTF. Sewer and Water Plants Investments LLC has the right to refuse the estimated purchase price.

The selected alternative will require an FDEP construction permit. Additionally, portions of the work will take place on North Palm Ave (US-19); therefore, an FDOT permit will also be required.

## 4.2 Environmental Impacts of Selected Alternative

Based on the selective alternative, there are no expected negative environmental impacts. The proposed collection system within Old Howey will be on already developed land and all proposed work will be done outside of any wetland boundaries. No critical habitats were identified within the planning area and appropriate coordination with the EPA and the USFWS will be conducted during construction. Furthermore, providing the Town with a collection system to convey wastewater to an existing treatment facility will benefit the environment by eliminating the aging onsite septic systems.

## 4.3 Cost Analysis for Selected Alternative

The conceptual level opinion of probable cost for the overall recommended plan is $21.8M in 2025 dollars. This cost is summarized in **Table 4-1**. Additional cost details are provided in **Appendix C**.

**TABLE 4-1: COST ESTIMATE SUMMARY – RECOMMENDED PLAN**

| Item | Cost |
|---|---|
| Construction Base Cost (2025) | $13,077,000 |
| Construction Contingency (10%) | $1,307,700 |
| Engineering, Permitting and Design (10%) | $1,307,700 |
| Engineering Service During Construction (5%) | $653,900 |
| Fiscal, Legal and Administrative (3%) | $392,400 |
| Frozen Grove WWTF | $3,700,000 |
| **Total Opinion of Capital Costs** | **$20,439,000** |
| **Annual O&M Cost Summary** | |
| Annual O&M Cost | $220,831 |

# 5. IMPLEMENTATION AND COMPLIANCE

## 5.1 Public Meeting

A public meeting was held XXXXX after advertising in XXXXX. Resolution XXX to approve this Clean Water Preliminary Engineering Report and submit to the FDEP passed at the public meeting. A copy of Resolution XXX, the legal advertisement affidavit, and certified meeting minutes and provided in **Appendix E.**

## 5.2 Regulatory Agency Review

To qualify for a subsidized loan from the SRF, various government agencies must be satisfied with the way that the Town of Howey-in-the-Hills is proposing to address their wastewater system challenges. Copies of the Preliminary Engineering Report adopted by the Town are being sent to the FDEP-SRF for review and comments. The FDEP-SRF staff will distribute this Preliminary Engineering Report to Local, State and Federal Agencies via the "State Clearing House Process" for their review and comment.

## 5.3 Financial Planning

The FDEP-SRF program is expected to be the financing source for the project. A capital financing plan (CFP) is included with this Preliminary Engineering Report, which provides the financial impact on the users of the system. The CFP is shown in **Appendix D** and demonstrates that water and sewer operating expenses; existing debt service obligations; and proposed project debt service associated with the selected plan. The CFP also evaluates the current utility rates, existing approved annual increases, and water and sewer impact fees. The CFP is based on the current utility rates and the rate ordinance that the City adopted with a consumer price index (CPI) increase annually, as well as water and sewer impact fees.

## 5.4 SAHFI Compliance

The Town of Howey-in-the-Hills is slated to receive Supplemental Appropriation for Hurricane's Fiona and Ian (SAHFI Funding). The project elements outlined herein have been determined to be eligible by SRF staff as they satisfy goals described within SAHFI Funding guidance. Specific project elements that meet the CWSRF program and SAHFI supplemental planning requirements are listed below (in blue):

1. **Projects that prevent interruption of collection system operation in the event of a flood or natural disaster, including but not limited to:**

    a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities.

    The project will include installation of new emergency power generators, portable generator connections, and/or backup diesel pumps for lift stations.

    b. Replacement of damaged equipment with more energy-efficient equipment.

    N/A

c. Physical "hardening" or waterproofing of pumps and electrical equipment at pump stations and other components of collection systems (including storage facilities and associated equipment) through upgrade or replacement, including:

- Installation of submersible pumps
- Waterproofing electrical components (e.g., pump motors)
- Waterproofing circuitry
- Dry floodproofing/sealing of structure to prevent floodwater penetration
- Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)

Electrical equipment will be installed above the 100-year flood elevation and/or a floodproof structure will be implemented. Lift stations will include submersible pumps.

d. Relocation of pump stations or other collection system facilities to less flood prone areas.

The project will include elevating existing lift stations as required to better protect them from storm damage.

e. Installation of physical barriers around pump stations or other collection system facilities (e.g., levees or dykes).

Physical barriers will be installed around lift stations are required.

f. Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of treatment works.

N/A

g. Separation of combined sewers that will result in a reduced risk of flooding of the collections system and/or treatment works.

N/A

h. Installation/construction of redundant collection system components and equipment.

Collection system will have redundant components installed.

i. Regionalization project that enables diversion of wastewater flows to an alternate system for emergency wastewater collection and treatment services.

N/A

j. SCADA system projects to allow remote or multiple system operation locations. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system.

Lift station upgrades will include a new SCADA system with updated technology and better supervision and controls installed in 316 stainless steel NEMA 4 panels and moved to safe locations. Improved SCADA control will enhance operations for uninterrupted service during a natural disaster.

k. Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs, and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection.

N/A

l. Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees.

- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

N/A

**2. Projects that prevent floodwaters from entering a treatment works, including but not limited to:**

a. Installation of physical barriers around a facility (e.g., levees or dykes around the facility to prevent flooding).

Upon the acquisition of the Frozen Grove WWTP, the Town will install barriers and take measures to protect the facility from flooding.

b. Relocation of facilities to less flood prone areas.

N/A

c. Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the treatment works.

Upon the acquisition of the Frozen Grove WWTP, the Town will install barriers and take measures to protect the facility from flooding.

d. Green infrastructure that reduces the risk of flooding by reducing stormwater runoff, including permeable pavement, green roofs, and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection.

N/A

e. Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees.

- Floodwater pumping systems
- Flood water channels/culverts, physical barriers, and retention infrastructure

N/A

**3. Projects that maintain the operation of a treatment works and the integrity of the treatment train in the event of a flood or natural disaster, including but not limited to:**

a. Installation of back-up generators (including portable generators) or alternative energy sources (e.g., solar panels, wind turbines, batteries, switch boxes) that service pump stations or other distribution system facilities.

Upon the acquisition of the Frozen Grove WWTP, the Town will ensure emergency backup power is available at the site. All lift stations will be equipped with an emergency backup power source.

b. Replacement of damaged equipment with more energy-efficient equipment.

   N/A

c. Physical "hardening" or waterproofing of pumps and electrical equipment at treatment works through upgrade or replacement, including:

   - Installation of submersible pumps
   - Waterproofing electrical components (e.g., pump motors)
   - Waterproofing circuitry
   - Dry floodproofing/sealing of structure to prevent floodwater penetration
   - Installation/construction of wind resistant features (e.g., wind resistant roofing materials, wind-damage resistant windows, storm shutters)

   Upon acquisition of the Frozen Grove WWTP, the Town will ensure that all equipment is waterproofed and protected from flood damage.

d. Relocation of critical equipment to less flood prone areas of a facility and/or elevation of critical structures.

   Upon acquisition of the Frozen Grove WWTP, the Town will review location/elevation of critical equipment and relocate as needed.

e. Installation of physical barriers around individual treatment processes.

   - Flood walls around treatment tanks
   - Elevated walls or capping of treatment tanks

   Upon acquisition of the Frozen Grove WWTP, the Town will review location/elevation of critical equipment and install physical barriers as needed.

f. Installation of larger capacity storage tanks.

   - Installation of larger capacity chemical storage tanks for continued treatment in absence of delivery service
   - Installation of larger capacity fuel storage tanks for back-up generators
   - Construction of storage tanks at treatment works to store overflows for future treatment

   Upon acquisition of the Frozen Grove WWTP, the Town will review storage tank capacity and make upgrades as necessary.

g. Installation/construction of redundant components and equipment.

   Upon acquisition of the Frozen Grove WWTP, the Town will review redundancy of critical components and make upgrades if necessary.

h. SCADA system projects to allow remote or multiple system operation locations.

   N/A

4. **Projects that preserve and protect treatment works equipment in the event of a flood or natural disaster:**
   N/A
5. **Planning projects that assess a treatment works' vulnerability to flood damage or that analyze the best approach to integrate system and community sustainability/resiliency priorities in the face of a variety of uncertain futures including natural disasters and more frequent and intense extreme weather events, provided the planning work is reasonably expected to result in a capital project:**
   N/A

### 5.4.1 Previous Impacts from Hurricanes

The effects of previous hurricanes in Howey, Florida include:

Hurricane Milton caused disruptions such as no recycling pickup on October 9, 2024, due to its impact on local services.

The area has experienced significant impacts from historic hurricanes, which are crucial for understanding community resilience and preparedness.

Historical data shows that hurricanes have shaped local infrastructure and community responses, highlighting the need for ongoing adaptation strategies..

## 5.5 500 Year Floodplain

The proposed project site is located outside the 500-year floodplain, providing enhanced redundancy and resiliency of the system during major flood events and natural disasters. Figure 1-10 shows the existing and proposed project site locations with relation to the 0.2% Annual Chance Flood Hazard (500-Year Floodplain).

## 5.6 Project Implementation Schedule

The implementation schedule is estimated to follow the timeline below:

- Planning Approval September 2025
- Design Begins October 2025
- Design Documents to FDEP October 2027
- Design Approval January 2028
- Construction Begins January 2029
- Construction Ends December 2031

## 5.7 Compliance

1. Wastewater treatment and disposal will be the full responsibility of Howey-in-the-Hills

2. Selected alternative will meet the reliability requirements as per Chapter 62-600, F.A.C.
3. Residual disposal will meet the requirements of Chapter 62-701, F.A.C. and 40 CFR Part 503.
4. Effluent disposal will meet the requirements of Chapter 62-600.540 underground injection.
5. Effluent disposal will meet the requirements of Chapter 62-610.
6. The environmental aspects of the proposed facilities are satisfactory.
7. All projects identified herein comply with the goals described with Hurricane Ian Special Appropriation Florida Requirements guidance. Specific elements of the projects meet program goals within Attachment 2 of the Memorandum dated September 7, 2023, *Award and Implementation of the 2023 State Revolving Fund Supplement Appropriation for Hurricanes Fiona and Ian (SAHFI)* from the United States Environmental Protection Agency (EPA).

# 6. REFERENCES

Town of Howey-in-the-Hills and Central Lake Community Development District, "Amended and Restated Wholesale Wastewater Treatment Agreement." January 13, 2025.

# APPENDIX A: CUSTOM SOIL RESOURCE REPORT

# APPENDIX B: SWAPP REPORT

# APPENDIX C: ALTERNATIVE COST ESTIMATES

# APPENDIX D: CAPITAL FINANCING PLAN

# APPENDIX E: TOWN OF HOWEY-IN-THE-HILLS PUBLIC HEARING DOCUMENTS

Woodard & Curran

woodardcurran.com

# Town of Howey-in-the-Hills Wastewater Facility Plan

Peter Hardy, PE
Senior Project Manager
August 25, 2025

Woodard & Curran

The public participation process is used to explain the project and the financial impacts to the public. The public participation process shall include the project sponsor's public meeting held before the project sponsor's acceptance of the planning recommendations. The public meeting shall provide for public participation in the evaluation of project alternatives and shall inform the public of the capital cost of the proposed project and the long-term financial impacts on the customers. Notice of the public meeting shall be in accordance with local requirements or 14 days prior to, whichever is greater.
*Requirements at FAC 62-503, Sec. 700*

# Why We're Here

- Present alternatives to current septic treatment of wastewater
- Review planning-level cost estimates and recommended project alternative
- Approve Preliminary Engineering Report to secure grant funds to continue planning and design process
- Discuss next steps and schedule

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# Planning Area – Howey in the Hills

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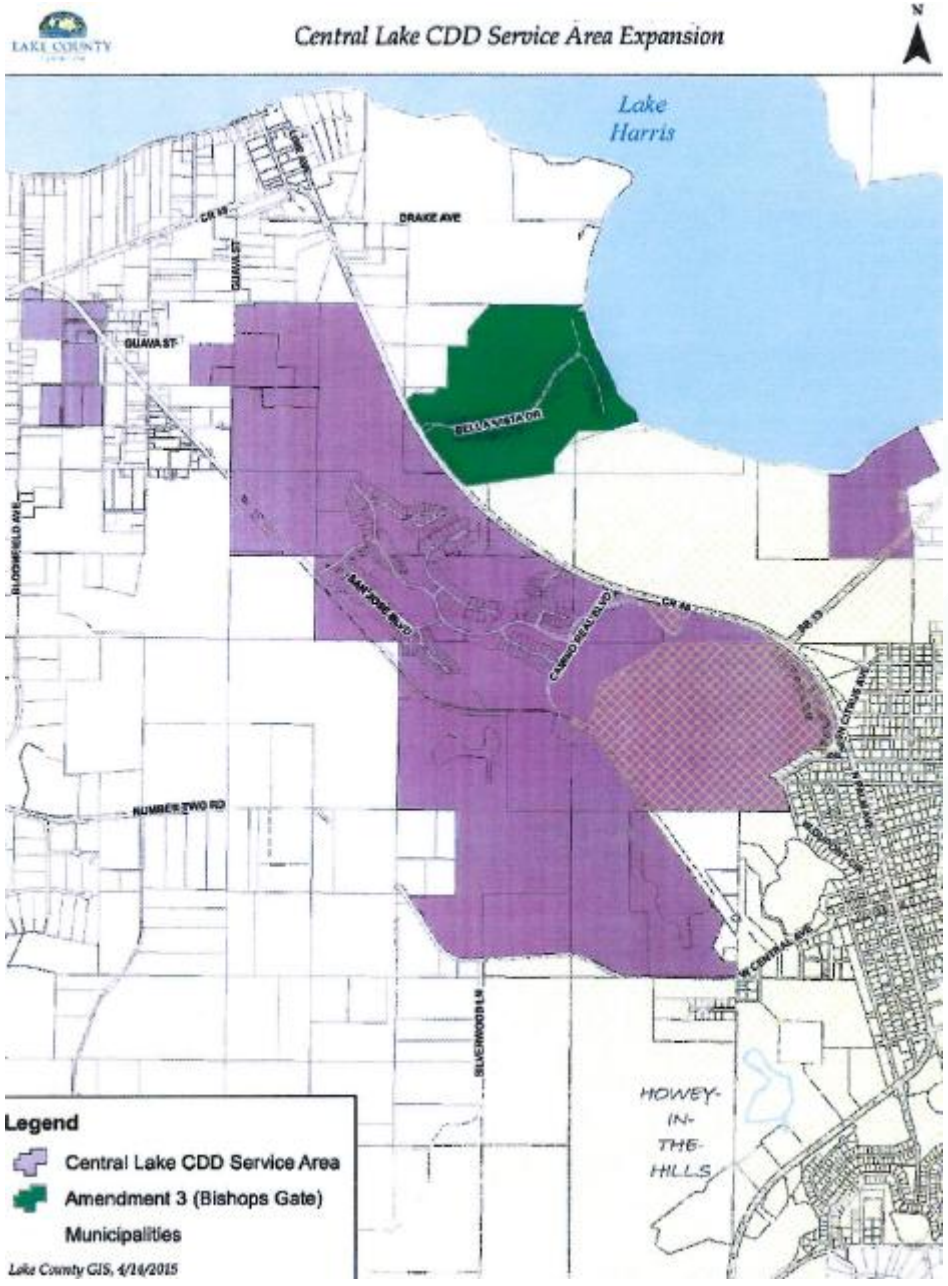
# CDD Service Area



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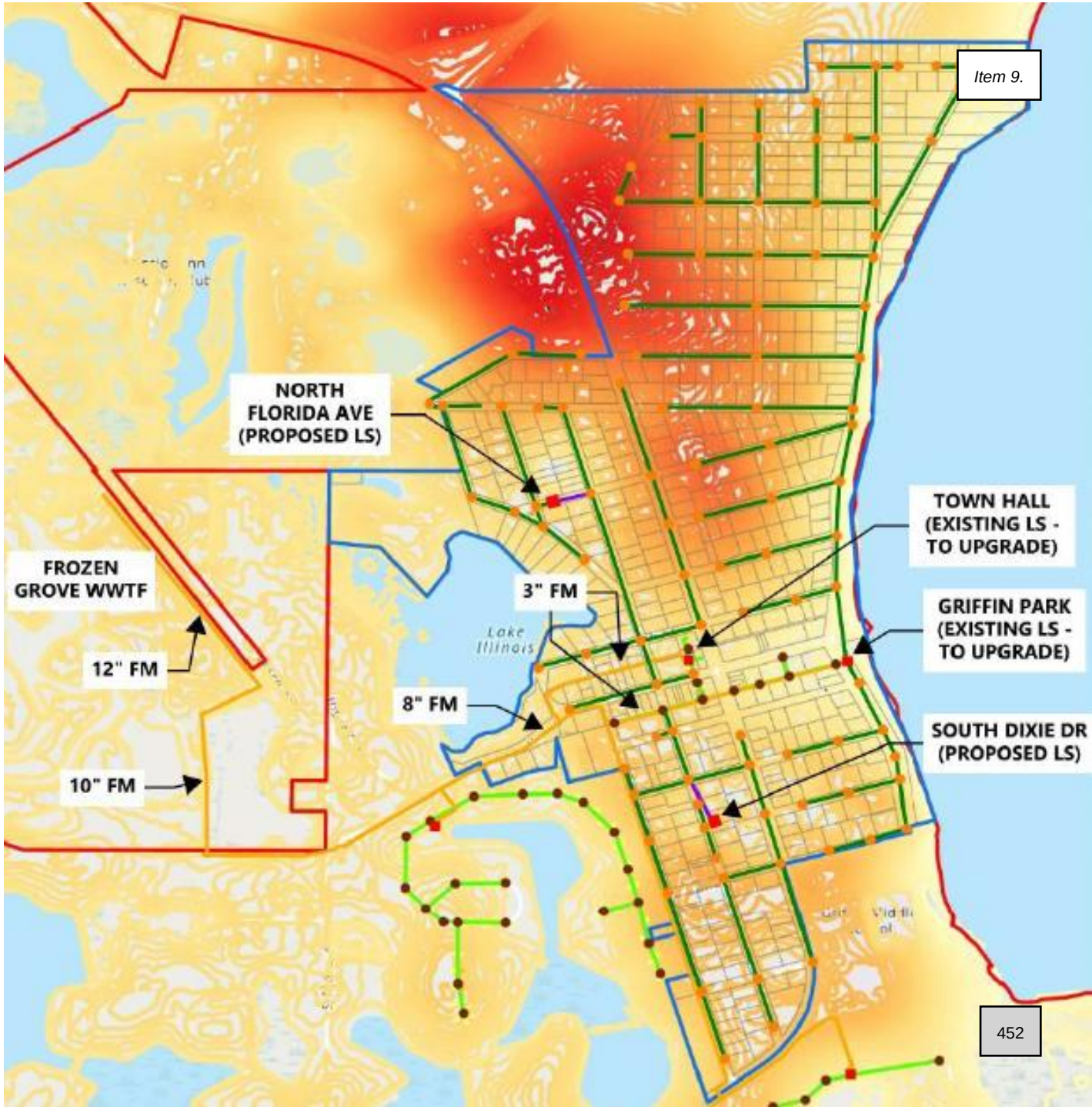
# Old Howey Septic to Sewer
## Required for alternatives 2 & 3

- 590 Connections
- 4 Lift Stations
- Pipelines
  - 37,000 Feet of Gravity
  - 600 Feet of Forcemains
- 110 Manholes
- Restoration of Pavement and Sodding
-

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# Howey and CDD Developments

| Status | Developments | ERUs | Totals (ERUs) | (GPD) |
|---|---|---|---|---|
| [1]CDD Agreement | Venezia North (Talichet) and South | 428 | 1,341 | 335,250 |
| | The Reserve/Hillside Groves | 848 | | |
| | Other Businesses | 65 | | |
| [2]Allocated to 1,600 ERU Capacity | Lake Hills | 641 | 1,457 | 364,250 |
| | Watermark | 291 | | |
| | Drake Point | 525 | | |
| [3]Need Capacity | Whispering Heights | 156 | 2,856 | 714,000 |
| | Water Treatment Plant | 3 | | |
| | Old Howey | 597 | | |
| | Westminster (Marina) | 350 | | |
| | Juice Plant | 1,100 | | |
| | Mission Rise | 415 | | |
| | Cedar Creek | 107 | | |
| | Thompson Grove | 100 | | |
| [4]Outside of Howey Service Boundary | Bishops Gate | 210 | 1,810 | 452,500 |
| | Westminster (Marina) | 350 | | |
| | Mission Inn / Las Colinas | 350 | | |
| | Mission Inn | 900 | | |
| | | TOTAL | 7,464 | 1,866,000 |

[1]The Central Lake CDD has committed to providing wastewater capacity to these developments under the Wholesale Agreement.
[2]Developments under this status have recently negotiated and confirmed wastewater capacity.
[3]Developments under this status are interested in developing in the Town but have not guaranteed capacity.
[4]These developments are within the CDD's service boundary but will need to be considered given the solution provided in Alternative 3.

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# Treatment Alternatives

1. Do Nothing – No Septic to Sewer project
2. Septic to Sewer - Wastewater Treatment at Groveland
   - Send Wastewater to Groveland via a Master Pump Station and Forcemain
3. Septic to Sewer - Wastewater Treatment at Town WWTF
   - Town purchases CDD WWTF to serve Howey/CDD Region

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# 1. "Do Nothing"

- No cost
- Environmental Impact to Lake

# 2. Pump to WWTF at Groveland

| Item | Cost |
|---|---|
| Construction Base Cost (2025) | $18,163,000 |
| Construction Contingency (10%) | $1,816,300 |
| Engineering, Permitting and Design (10%) | $1,816,300 |
| Engineering Service During Construction (5%) | $908,200 |
| Fiscal, Legal and administrative (3%) | $544,900 |
| Groveland Connection Fee | $5,056,000 |
| **Total Opinion of Capital Costs** | **$28,305,000** |

- Wastewater to Groveland
  - Master Lift Station
  - 8-inch Forcemain (4.5 miles or 23,800 feet))

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# 3. Acquire CDD WWTF

| Item | Cost |
|---|---|
| Construction Base Cost (2025) | $13,077,000 |
| Construction Contingency (10%) | $1,307,700 |
| Engineering, Permitting and Design (10%) | $1,307,700 |
| Engineering Service During Construction (5%) | $653,900 |
| Fiscal, Legal and administrative (3%) | $392,400 |
| Frozen Grove WWTF Capital Assets | $3,200,000 |
| Frozen Grove WWTF Profit | $500,000 |
| **Total Opinion of Capital Costs** | **$20,439,000** |

- Purchase CDD Plant
  - 0.87 mgd capacity
  - Expansion required by 2044
  - Negotiate purchase with CDD

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# ALTERNATIVE COSTS

## 1. Do Nothing

$ -

## 2. Pump to Groveland

Capital Cost: $28,305,000

## 3. Acquire CDD Plant

Capital Cost: $20,439,000

# Project Schedule

The project implementation schedule is estimated to follow the timeline below:

## Planning and Design

- Planning Approval September 2025
- Design Begins October 2025
- Design Documents to FDEP October 2027
- Design Approval January 2028

## Construction

- Construction Begins January 2029
- Construction Ends December 2031

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# Thank You

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# Public Works

## 20 Year – Road Improvement List

## FY2026 – FY2045

**Road Rating:**

1 – Very Poor, 2 – Poor, 3 – Fair, 4 – Good, 5 – Excellent/New

| **FY2026** | | |
|---|---|---|
| **Road Name:** | **Road Rating:** | **Notes:** |
| N. Valencia Avenue – 800 LF | 1 | Bad Lateral Pavement Cracking, Delaminating of Pavement Layers, Potholes |
| **FY2027** | | |
| N. Tangerine Avenue – 1,400 LF | 1 | Pavement Cracking, Delaminating of Pavement Layers, Base Failure, Intersection Improvements at N. Lakeshore Boulevard |
| **FY2028** | | |
| N. Georgia Avenue – 656 LF | 1 | Bad Lateral and Horizonal Pavement Cracking, Potholes, Base Failure |
| E. Holly Street – 752 LF | 1 | Lateral and Horizonal Pavement Cracking, Tree Roots Compromising Road Base and Pavement, Base Failure |
| **FY2029** | | |
| W. Dupont Circle – 1,200 LF | 2 | Lateral Cracking, Potholes |
| W. Pine Street – 370 LF | 2 | Some Lateral and Horizonal Pavement Cracking, Base Failure |
| **FY2030** | | |
| Mission Lane – 1,335 LF | 2 | Some cracking, potholes, tree roots |
| N. Lakeshore Blvd. (Red Road) – 370 LF | 2 | Some Lateral Cracking, Potholes |
| **FY2031** | | |
| W. Cypress Ave – 1,185 LF | 2 | Lateral Cracking, Bad Narrow radius at SR 19 |
| W. Palmetto Avenue – 347 LF | 2 | Some Lateral and Horizonal Pavement Cracking, Base Failure |
| **FY2032** | | |

| | | |
|---|---|---|
| E. Croton Way – 1,636 LF | 2 | Lateral cracking, narrow Radius at N. Temple, Bad R N. Valencia, Bad Radius at N. Lakeshore Blvd |
| **FY2033** | | |
| N. Temple Ave – 2,185 LF | 2 | Lateral Cracking, Narrow Intersection at Orchid, Bad Radius at Camellia Way, Bad Radius at E. Croton, Bad Radius at E. Laurel |
| **FY2034** | | |
| E. Camellia Way – 1,682 LF | 2 | Lateral cracking, Broken edges, Narrow Intersection at N. Temple |
| **FY2035** | | |
| E. Laurel Ave – 1,646 LF | 2 | Lateral cracking, Radius at SR 19 |
| **FY2036** | | |
| E. Palmetto Ave – 1,275 LF | 2 | Lateral cracking, small potholes, Radius at N. Lakeshore Blvd, Radius at SR 19 |
| **FY2037** | | |
| E. Magnolia Ave – 1,527 LF | 2 | Lateral cracking, Radius at SR 19 |
| **FY2038** | | |
| E. Cypress Ave – 1,069 LF | 2 | Lateral cracking, Radius at SR 19 |
| E. Oak Street – 652 LF | 2 | Lateral cracking, Radius at N. Lakeshore Blvd, Radius at SR 19 |
| **FY2039** | | |
| E. Cedar Street – 1,066 LF | 2 | Lateral cracking, Northside Radius at SR 19 |
| E. Pine Street – 967 LF | 2 | Lateral & Horizonal cracking, Radius at N. Lakeshore Blvd, Radius at SR 19 |
| **FY2040** | | |
| E. Myrtle Street – 815 LF | 2 | Cracking, small potholes, Radius at SR 19 |
| W. Oak Street – 750 LF | 2 | Lateral Cracking, Narrow Radius at SR 19 |
| **FY2041** | | |
| N. Dixie Drive (W. Pine St – W. Central Ave) – 614 LF | 3 | Some Cracking |
| N. Florida Ave (W. Oak St – W. Central Ave) – 320 LF | 3 | Some Lateral Cracking |
| N. Florida Ave (W. Cypress Ave - W. Dupont Cir – 833 LF | 3 | Potholes, Bad Radius at W. Cypress Ave, Bad Radius at W. Dupont |
| **FY2042** | | |
| W. Myrtle Street – 706 LF | 3 | Some cracking, Radius at SR 19, Radius at S. Dixie Drive |
| W. Holly Street – 704 LF | 3 | Some cracking, Radius at SR 19, Radius at S. Dixie Drive |
| **FY2043** | | |

| | | |
|---|---|---|
| W. Lakeview Ave – 709 LF | 3 | Some cracking, Radius at S. Dixie Drive, Radius at S |
| E. Lakeview Ave – 783 LF | 3 | Some cracking, Radius at SR 19 |
| W. Oleander Ave – 685 LF | 3 | Some cracking, Radius at S. Dixie Drive |
| **FY2044** | | |
| E. Orchid Way – 1,544 LF | 3 | Some cracking, Narrow Intersections at N. Valencia & N. Temple |
| W. Magnolia Ave – 1,172 LF | 3 | Some Lateral Cracking, Narrow Radius at SR 19 |
| **FY2045** | | |
| S. Dixie Drive - 2,603 LF | 3 | Some cracking, Radius at SR 19, Radius at W. Oleander Ave, Radius at W. Myrtle, Radius at W. Lakeview, Radius at W. Holly St |

**Additional Notes:**

- Roads may be added or removed from the list during any fiscal year due to additional Budgeting and/or Budgetary Restraints.
- Some roads may be improved over multiple fiscal years due to the length of road and/or Budgetary Restraints.

# Public Works

## Road Inventory Report

**Road Rating:**
1 – Very Poor, 2 – Poor, 3 – Fair, 4 – Good, 5 – Excellent/New

| Road Name | Length | Rating | Notes |
|---|---|---|---|
| E. Holly Street | 752 LF | 1 | Lateral cracking, tree roots, base failure, Radius at SR 19 |
| E. Gardenia Street | 826 LF | 1 | Lateral cracking, base failure, drop-offs, tree roots, Radius at SR 19 |
| N. Citrus Ave | 1,116 LF | 1 | Bad Lateral Cracking, Broken edges, Narrow curved intersection at Camellia Way, Radius at SR 19 |
| N. Tangerine Ave | 1,400 LF | 1 | Bad Lateral & Horizontal cracking, Delamination of asphalt layers, Bad Radius at Camellia Way |
| N. Valencia Ave | 1,121 LF | 1 | Lateral cracking, Lifting, Bad radius at E. Magnolia, Bad radius at E. Croton Way |
| N. Georgia Ave | 656 LF | 1 | Bad Lateral Cracking, Bad Intersection/Radius at W. Cypress Ave |
| E. Myrtle Street | 815 LF | 2 | Cracking, small potholes, Radius at SR 19 |
| E. Oak Street | 652 LF | 2 | Lateral cracking, Radius at N. Lakeshore Blvd, Radius at SR 19 |
| E. Pine Street | 967 LF | 2 | Lateral & Horizonal cracking, Radius at N. Lakeshore Blvd, Radius at SR 19 |
| E. Cedar Street | 1,066 LF | 2 | Lateral cracking, Northside Radius at SR 19 |
| E. Palmetto Ave | 1,275 LF | 2 | Lateral cracking, small potholes, Radius at N. Lakeshore Blvd, Radius at SR 19 |
| E. Cypress Ave | 1,069 LF | 2 | Lateral cracking, Radius at SR 19 |
| E. Magnolia Ave | 1,527 LF | 2 | Lateral cracking, Radius at SR 19 |
| E. Laurel Ave | 1,646 LF | 2 | Lateral cracking, Radius at SR 19 |
| E. Croton Way | 1,663 LF | 2 | Lateral cracking, narrow Radius at N. Temple, Bad radius at N. Valencia, Bad Radius at N. Lakeshore Blvd |
| Mission Lane | 1,335 LF | 2 | Some cracking, potholes, tree roots |
| N. Lakeshore Blvd. (Red Road) | 370 LF | 2 | Some Lateral Cracking, Potholes |

| | | | |
|---|---|---|---|
| E. Camellia Way | 1,682 LF | 2 | Lateral cracking, Broken edges, Narrow Intersection at N. Temple |
| N. Temple Ave | 2,185 LF | 2 | Lateral Cracking, Narrow Intersection at Orchid, Bad Radius at Camellia Way, Bad Radius at E. Croton, Bad Radius at E. Laurel |
| W. Cypress Ave | 1,185 LF | 2 | Lateral Cracking, Bad Narrow radius at SR 19 |
| W. Dupont Circle | 1,200 LF | 2 | Lateral Cracking, Potholes |
| W. Oak Street | 750 LF | 2 | Lateral Cracking, Narrow Radius at SR 19 |
| W. Pine Street | 370 LF | 2 | Lateral Cracking, Narrow Radius at SR 19 |
| W. Palmetto Street | 347 LF | 2 | Lateral Cracking, Narrow Radius at SR 19 |
| W. Myrtle Street | 706 LF | 3 | Some cracking, Radius at SR 19, Radius at S. Dixie Drive |
| W. Holly Street | 704 LF | 3 | Some cracking, Radius at SR 19, Radius at S. Dixie Drive |
| W. Lakeview Ave | 709 LF | 3 | Some cracking, Radius at S. Dixie Drive, Radius at SR 19 |
| W. Oleander Ave | 685 LF | 3 | Some cracking, Radius at S. Dixie Drive |
| S. Dixie Drive | 2,603 LF | 3 | Some cracking, Radius at SR 19, Radius at W. Oleander Ave, Radius at W. Myrtle, Radius at W. Lakeview, Radius at W. Holly St |
| E. Lakeview Ave | 783 LF | 3 | Some cracking, Radius at SR 19 |
| E. Orchid Way | 1,544 LF | 3 | Some cracking, Narrow Intersections at N. Valencia & N. Temple |
| W. Magnolia Ave | 1,172 LF | 3 | Some Lateral Cracking, Narrow Radius at SR 19 |
| N. Dixie Drive (W. Pine St – W. Central Ave) | 614 LF | 3 | Some Cracking |
| N. Florida Ave (W. Cypress Ave - W. Dupont Cir | 833 LF | 3 | Potholes, Bad Radius at W. Cypress Ave, Bad Radius at W. Dupont |
| N. Florida Ave (W. Oak St – W. Central Ave) | 320 LF | 3 | Some Lateral Cracking |
| E. Central Ave | 700 LF | 4 | Some Lateral Cracking, Some Small Potholes |
| N. Lakeshore Blvd. (E. Central – N. Tangerine) | 2,790 LF | 4 | Some Lateral Cracking |
| N. Lakeshore Blvd (N. Tangerine – Red Road) | 1,150 LF | 4 | Some Lateral Cracking, Some Small Potholes |
| S. Lakeshore Blvd. (E. Central – E. Revels Rd.) | 5,150 LF | 4 | Some Lateral Cracking, Some Small Potholes, Broken Edges |

| | | | |
|---|---|---|---|
| E. Revels Road | 5,050 LF | 4 | Some Lateral Cracking, Broken Edges |
| S. Florida Ave | 2,760 LF | 4 | Some Lateral Cracking, Broken Edges |
| Venezia Blvd | 1,740 LF | 4 | Some Minor Cracking, Oil Stains |
| Messina Place | 1,790 LF | 4 | Some Minor Cracking, Oil Stains |
| Terracotta Terrace | 1,375 LF | 4 | Some Minor Cracking, Oil Stains |
| Napoli Way | 250 LF | 4 | Some Minor Cracking, Oil Stains |
| Bellissimo Place | 3,415 LF | 4 | Some Minor Cracking, Oil Stains |
| Calabria Way | 1,100 LF | 4 | Some Minor Cracking, Oil Stains |
| Avila Place | 4,500 LF | 4 | Some Small Patched Areas |
| Amola Way | 300 LF | 5 | Excellent Condition |
| Via Bella Court | 675 LF | 5 | Excellent Condition |
| Lido Drive | 2,330 LF | 5 | Excellent Condition |
| Palazzo Avenue | 170 LF | 5 | Excellent Condition |
| Marilyn Ave | 735 LF | 5 | Excellent Condition, Reconstructed in 2022 |
| N. Dixie Drive | 1,450 LF | 5 | Excellent Condition, Reconstructed and Widened in 2023 |